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ACRONYMS AS USED THROUGHOUT THIS CONTRACT ARE AS FOLLOWS:

ACETA Aerial Capture, Eradication, Tagging of Animals

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AMD	Aviation Management Directorate
ASM	Aviation Safety Manager
ASO	Aviation Safety Office
CFR	Code of Federal Regulations
CO	Contracting Officer
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
DOI	Department of the Interior
FAA	Federal Aviation Administration
FAR	Federal Acquisition Regulations
FTR	Federal Travel Regulations
ICAO	International Civil Aviation Organization
IDFG	Idaho Dept. of Fish & Game
NTSB	National Transportation Safety Board
AMD	Office of Aircraft Services
PIC	Pilot in Command

SECTION A- REQUIREMENTS AND PRICES

SCHEDULE OF SUPPLIES/SERVICES

A1. REQUIREMENTS AND PRICES

PROGRAM ITEMS

For purposes of this solicitation, various types of inventory/census, classification and Aerial Capture, Eradication and Tagging of Animals (ACETA) program missions are being identified as Program Items as categorized below and may be performed under the terms of this contract. **Program Item 1** is Inventory/Census, **Program Item 1A** is Classification, and **Program Item 1B** is Herding, Drive Netting or Trapping. **Program Item 2** is Marking (paintball), Eradication, and High Velocity Darting. **Program Item 3** is Net Gunning and Low Velocity Darting. Program 2 and 3 will be further categorized for pricing purposes as A – fully Contractor provided; and B – Contractor provided aircraft and pilot only/gunner/darter, handlers, etc. will be provided by the Government. An offer may be submitted in response to any or all of the three Program Items. Offerors will be required to define which bureau (Dept. of Interior and/or Idaho Dept. of Fish & Game) they are submitting an offeror. (See Section D2.3)

PROGRAM ITEM	MISSION	General mission profile as categorized by DOI based upon typical expected flight complexity and associated risk level associated with the mission
1	Inventory/Census	Conducted at altitudes of 100 ft AGL or higher (normally higher altitudes if plausible and practical). Inventories are the collection of overall numbers of animals in a specific area, and are neither gender, nor age specific . This type of flight does not require the pilot to know specifics of the animals being inventoried. The operation is conducted with passenger(s) .
1A.	Classification	An operational function conducted to gain information about a group of animals, as to numbers, age class and gender or herd structure or to perform a visual evaluation of their overall condition. Many times a herd of animals must be split and directed so they do not immediately reassemble and confound the classification process. This operation often requires a pilot to maneuver his aircraft below 50 ft AGL and much closer to the animals to gain the desired effect. It is often necessary for the biologist to see a specific part of the animal's anatomy (i.e. the head) to determine accurate age or sex classification, thus requiring more aggressive maneuvering. Classifications are performed with <u>passenger(s) on board</u> .
1B.	Herding, Drive Netting or Trapping	Normally performed from 10 to 200 feet Above Ground Level (AGL) with normal, abrupt, or aggressive maneuvers, and hovering close to the ground surface as needed in order to coerce animals to the desired area. Most herding missions can be accomplished above 50 feet AGL. Lower altitudes, from 10 to 50 feet AGL are often required when drive netting or trapping. Normally accomplished with pilot only and no other persons on board. In some special cases, government personnel maybe required to be on board to accomplish the mission.
2	Marking(paintball),Eradication, and High-Velocity Darting	Low level flight that requires the locating and targeting of a specific animal. Usually performed 15 to 40 feet AGL at low speed or hover with occasional abrupt maneuvers in flat to rugged mountainous terrain. Activities require the discharge of a firearm in order to mark, sedate, eradicate, tag or administer drugs to the target animal. Subsequent on the ground processing (biological sampling, radio collaring, tagging, etc.) is often accomplished. Moving animals in sling loads to centralized areas on the ground may be required. Missions may include DOI aircrew that are gunning or preparing handling animals on the ground after immobilization, but more typically these activities are accomplished entirely by a Contractor crew. The Contractor must be capable of providing these types of aircrew personnel (aerial gunner and animal handlers) as well as veterinary support

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		that are physically and mentally qualified in the handling and processing of a wide variety of wildlife species.
3	Net Gunning and Low-Velocity Darting	Low level flight that requires the locating and capturing or immobilization of a specific animal. Usually performed 10 to 30 feet AGL at low speed or hover with abrupt and aggressive maneuvers in flat to rugged mountainous terrain. Activities require the discharge of a firearm emitting a net or dart with the intent to capture or sedate an animal. Subsequent on the ground processing (biological sampling, radio collaring, tagging, etc.) is typically accomplished. Moving animals in external sling loads to centralized areas on the ground from remote capture sites may be required. Missions may include DOI aircrew aerial gunners and handlers, but more typically is accomplished entirely by a Contractor crew. The Contractor must be capable of providing these types of aircrew personnel (aerial gunner and animal handlers) as well as veterinary support that are physically and mentally qualified in the handling and processing of a wide variety of wildlife species.
SPECIAL REQUIREMENT (Must be completed)	Longline & Remote Hook requirements are Optional for Programs 1, 1A, 1B, 2 and Program 3. (See Section B4.2.18 through B4.2.19.1)	<p>Offerors will check as appropriate, which Programs they will/will not provide- Longline & Remote services: (Check Yes or No)</p> <ul style="list-style-type: none"> • Program 1 (Optional) Yes_____ No___ • Program 1A (Optional) Yes_____ No___ • Program 1 B (Optional) Yes_____ No___ • Program 2 (Optional) Yes_____ No___ • Program 3 (Optional) Yes_____ No___

SECTION A- REQUIREMENTS AND PRICES

A1. REQUIREMENTS AND PRICES

CLIENTS: *Dept of the Interior (DOI) Bureaus and Offices *State of Idaho Fish & Game Dept.	CONTRACT PERIOD: Base Period: Dec 1, 2006, or date of award through April 30, 2007. ALSO INCLUDES: Two – 1-year Options beginning May 1 of each year and expiring 30 April of the following year.
<p>Aircraft Requirement: Light Helicopters (More than one Make/Model Aircraft may be offered)</p> <p>★ Minimum Helicopter Characteristics:</p> <ul style="list-style-type: none">★ Light helicopter(s)★ Minimum of 2 passengers seats not including pilot <p>★ Helicopter Performance:</p> <ul style="list-style-type: none">◆ Helicopters provided must be capable of performing in at least one of the following categories below. This performance must be accomplished with 1 pilot @ 200 lb, 2 crewmembers @ 200 lb per person, survival kit @ 25 lb, and fuel for 1 hour and 30 minutes of flight plus 20 minutes reserve as defined in 14 CFR 91.151(b). (Use fuel consumption chart provided in the attachments) <p><u>For Operations up to 4,000 Feet Density Altitude (DA).</u> Hover Out of Ground Effect (HOGE) at 4000 feet DA.</p> <p><u>For Operations above 4,000 to 7,000 Feet (DA).</u> Hover Out of Ground Effect (HOGE) at 7000 feet DA.</p> <p><u>For Operations above 7,000 to 9000 Feet (DA).</u> Hover Out of Ground Effect (HOGE) at 9000 feet DA.</p> <p><u>For Operations above 9000 Feet (DA).</u> The aircraft must meet Hover Out of Ground Effect (HOGE) performance for the highest anticipated DA</p> <p>★ Minimum Crew Requirement per Helicopter (All Program Items): Pilot-in-Command (PIC), Fuel Servicing Vehicle Driver (relief crew not required)</p> <p>★ Additional Personnel (Required for Program Item 2 and 3 when ordered): Aerial Gunner, Animal Handler(s), Veterinary Support</p> <p><u>Examples of Aircraft Type:</u> Hiller UH12E, Bell 47, MD 500D/E, BH 206BIII, BH 206L3&4, and/or other makes and models may fulfill the above requirements; however, offers should ensure their specific helicopter is capable of meeting at least one of the above helicopter performance categories.</p>	

SECTION A- REQUIREMENTS AND PRICES

COPY AND COMPLETE THIS PAGE FOR EACH AIRCRAFT MAKE/MODEL OFFERED

OFFEROR NAME	Mandatory
MAKE//MODEL/FAA N # OF AIRCRAFT	Mandatory (multiple N numbers may be entered if same make and model)
OFFEROR'S OPERATING BASE/LOCATION (FOR PURPOSES OF THIS SOLICITATION)	Mandatory (One location only)

PLEASE CHECK THE APPROPRIATE BOX TO IDENTIFY WHICH CUSTOMER, OR BOTH, THE OFFEROR IS PROVIDING HIS PRICES DOI & OTHER NATIONAL AGENCIES _____; IDFG _____; BOTH _____

Program Items	DESCRIPTION	PAY ITEM CODE	UNIT	* PRICE Base Period	* PRICE Option Year 1	* PRICE Option Year 2
1.	Inventory/Census (helicopter, pilot & fuel servicing vehicle driver)	FT	Flight Hour	\$	\$	\$
1A.	Classification (helicopter, pilot & fuel servicing vehicle driver)	FT	Flight Hour	\$	\$	\$
1B.	Herding, Drive Netting or Trapping (helicopter, pilot & fuel servicing vehicle driver)	FT	Flight Hour	\$	\$	\$
2.A.	FULLY CONTRACTOR PROVIDED Marking (paintball), Eradication and High-Velocity Darting (helicopter, pilot, fuel servicing vehicle driver, gunner & animal handler)	FT	Flight Hour	\$	\$	\$
2.B.	CONTRACTOR & GOVERNMENT PROVIDED Marking (paintball), Eradication and High-Velocity Darting (helicopter, pilot & fuel servicing vehicle driver)	FT	Flight Hour	\$	\$	\$
3.A.	FULLY CONTRACTOR PROVIDED Net Gunning and Low-Velocity Darting (helicopter, pilot, fuel servicing vehicle driver, gunner & animal handler(s))	FT	Flight Hour	\$	\$	\$
3.B.	CONTRACTOR & GOVERNMENT PROVIDED Net Gunning and Low-Velocity Darting (helicopter, pilot & fuel servicing vehicle driver)	FT	Flight Hour	\$	\$	\$
4.	Additional Gunner (net or dart)	SC	Daily Per Person	\$	\$	\$
5.	Additional Animal Handler	SC	Daily Per Person	\$	\$	\$
6.	Additional Veterinary Support	SC	Daily Per Person	\$	\$	\$
7.	Helicopter Trailering – Applicable to Contractors Offering this Capability Lump Sum Amount is for	TM	Each Load & Unload	\$	\$	\$

SECTION A- REQUIREMENTS AND PRICES

	Each Load <u>and</u> Unload (See C16.3.6)					
8.	Helicopter Trailing Mileage Rate (when trailing this rate is paid in lieu of the mileage rates shown in Item 10 below)	SC	Per Mile	\$	\$	\$
9.	Flight Guarantee: Government will pay a Flight Guarantee of 3 hours per day when applicable in accordance with Paragraph C.16.2.3.			See C.16	See C.16	See C.16

* **Base Period:** Base Period: Dec 1, 2006, or date of award through April 30, 2007.

Option Year 1: May 1, 2007 through April 30, 2008

Option Year 2: May 1, 2008 through April 30, 2009

ADDITIONAL PRE-ESTABLISHED PAY ITEMS. Item 10 identifies pre-established pricing for additional items that will apply to all contracts awarded, as applicable.

ITEM 10.	DESCRIPTION	PARAGRAPH	PAY ITEM CODE	RATE	
a.	Fuel Servicing Vehicle Mileage (based upon truck capacity and as ordered)	C16.3.2	SM	0-349 gal 350-749 gal 750-1,499 gal > 1,499gal	\$.95 per mile \$1.40 per mile \$2.00 per mile \$2.50 per mile
b.	Airport Use Costs	C16.3.4	SC	Actual cost	
c..	<u>Applicable to Program 3 Only</u> Price per Animal Captured by Net Gun (Fully contractor provided services only)	C16.3.5	EACH	\$100.00 per animal (this amount paid in addition to actual flight time)	
d.	Subsistence Allowance	C16.3.1	PD		

SECTION A- REQUIREMENTS AND PRICES

*Offerors are required to identify their Operating Base Location, Fuel Price, Fuel Source, Phone Number & Aircraft Type
Please Fill In Below where identified by an *:

Requested and Effective Date This Adjustment	CO will fill in	Type Aircraft (Required) *	* <input type="checkbox"/> Jet Fuel <input type="checkbox"/> Av Gas
Fuel Source Location* City and State		*Phone No.	
Base Price	*\$	Reference Price	CO will fill in
Effective Date	Date of Award	Effective Date	CO will fill in
Source Document	ORIGINAL CONTRACT	Source Document	CO will fill in
Difference	\$ X consumption rate of	Increase Due	CO will fill in
Old Flight Rate	CO will fill in	New Flight Rate	CO will fill in
Re-established Base Price	CO will fill in	Effective Date	CO will fill in

SECTION B- TECHNICAL REQUIREMENTS

B1. GENERAL REQUIREMENTS

B1.1 Scope of Contract

B1.1.1 The intent of this contract is to obtain fully Contractor furnished, operated and maintained on call helicopter flight services which are capable of supporting inventory/census, classification, and aerial capture, eradication and tagging of animals (ACETA) program missions. Services will require the transportation of Government personnel and cargo as needed. The Contractor must have the capability of administering vaccines or other prescribed biological drugs as well as the taking of biological samples from the wildlife species being captured when providing services under Programs 2 and 3. The precision placement of externally carried cargo is an operational requirement of this contract (Optional for Programs 1 & 2, and 3). These needs will be identified and coordinated on a project basis. Use of the aircraft will be as directed by, and to support Government mission objectives and goals.

B1.1.2 The primary user of this contract will be DOI bureaus, State of Idaho Fish & Game Dept. (IDFG), and offices that are tasked with the management of a variety of wildlife species. Use of this contract may be determined to be appropriate by the DOI Aviation Management Contracting Officer (CO) to support other users accomplishing the type of programs identified above. Such use will be as set forth by modification or specific CO authorization to the contract.

B1.1.3 Fulfillment of these programs can only be accomplished through the establishment of an effective working relationship between the Government and Contractor. Employees of the Contractor are an integral element to ensure mission accomplishment. The Contractor's employees' cooperation, professionalism, and positive attitude towards accomplishment of the mission and aviation safety are essential to establish the necessary relationship that must exist to successfully complete this contract. Failure of the Contractor or their representatives to support the Government's mission objectives as directed may result in termination of individual projects and/or this contract as provided elsewhere.

B1.1.4 The Government has interagency and cooperative agreements with other State agencies, Federal agencies, and private landholders and may dispatch aircraft under this contract for such cooperative use.

B1.2 Certification

The Contractor shall hold a current Federal Aviation Administration (FAA) Air Carrier or Operating Certificate. Furthermore, their operations specifications shall authorize operation of the category and class of aircraft and conditions of flight required under this contract (e.g., rotorcraft, VFR day/night, passengers, and cargo).

B1.2.1 Aircraft used on this contract shall be operated and maintained under the provisions of Title 14 of the Code of Federal Regulations (CFR) Part 135. These aircraft shall be carried on the list required by 14 CFR Part 135.63 or Operations Specifications Part D, "Aircraft Listing," as appropriate.

B1.2.2 The Contractor shall be certificated under 14 CFR Part 133, "Rotorcraft External Load Operations." This certificate shall authorize Class A and/or B loads as appropriate.

B1.2.3 The aircraft offered for this contract shall have a standard airworthiness certificate. The installation of any equipment required by this contract must be FAA approved.

B1.3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order shall be used in such resolution: (i) Typed provisions of these specifications; (ii) NBC AMD supplements and/or exhibits incorporated by reference; (iii) 14 CFR incorporated by reference; (iv) aircraft manufacturer's specifications; (v) other documents incorporated by reference.

B1.4 Contracts

The Contractor shall maintain a copy of the contract and all modifications in each contract aircraft throughout performance.

B2. OPERATIONS

B2.1 Base of Operations

Aircraft may be required to operate from a variety of remote locations. Most use is expected in a variety of locations throughout the Western United States but could be required throughout any area within the Lower 48 States. Base of operations as used in this solicitation is the location identified in Section A and which will determine the applicability of payment for additional allowances specified in Section C.

SECTION B- TECHNICAL REQUIREMENTS

B2.2 Security of Aircraft and Equipment

B2.2.1 The Contractor is responsible for the security of their aircraft, vehicles, and associated equipment used in support of this contract.

B2.2.2 Aircraft Physical Security. Any aircraft used under this contract will be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Any combination of two different anti-theft devices designed to lock aircraft flight control surfaces when not in use, or designed to secure an aircraft to the ground, is acceptable, provided they are appropriate for the aircraft. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used.

B2.2.2.1 Removal and/or disabling of locking devices and methods must be incorporated into preflight checklists to prevent accidental damage to the aircraft and must be installed in a manner which precludes its inadvertent interference with in-flight operations.

B2.2.2.2 Examples of Acceptable Locking Devices and Methods are identified below. Utilization of other means of securing or disabling an aircraft is acceptable provided they achieve a level of security equal to or greater than the following example methods.

- Keyed Magneto
- Keyed Starter Switch
- Keyed Master Power Switch
- Hidden Battery Cut-Off Switches
- Hidden Start Relay Switches
- Throttle/Power Lever Lock
- Mixture/Fuel Lever Lock
- Locking Fuel Cut-Off
- Locking Tie-Down Cable

Examples of Unacceptable Locking Devices and Methods

- Locking aircraft doors
- Fenced or gated parking area

B2.3 Flight Operations

Regardless of any status as a public aircraft operation, the Contractor shall operate in accordance with their approved FAA operations specifications and all portions of 14 CFR Part 91 (including those portions applicable to civil aircraft) and each certification required under Section B1.2 unless otherwise authorized by the CO.

B2.3.1 Manifesting. The pilot-in-command shall ensure that a manifest of all crewmembers and

passengers onboard has been completed. A copy of this manifest shall remain at the point of initial departure. Manifest changes will be left at subsequent points of departure when practical. In those instances where multiple short flights will be made in a specific geographical area, which involves frequent changes of passengers, a single manifest of all passengers involved may be left with an appropriate person to preclude unreasonable administrative burden.

B2.3.2 Passenger/Crewmember Briefing. Before each takeoff, the pilot-in-command shall ensure that all passengers/crewmembers have been briefed in accordance with the briefing items contained in 14 CFR Part 135 and shall include items in B2.3.2.1 as applicable. In those instances where short flights are made, the briefing does not need to be repeated unless new passengers come aboard.

B2.3.2.1 Capture Briefings. (Program Item 2 and 3): Contractor (and Government, if involved) personnel shall perform a capture briefing each day that capture operations are contemplated. This briefing shall include discussion of communications, safety concerns, and a walk through of the planned capture on the ground. The walk through trial shall be a mock-up of the planned mission and shall be performed with all personnel that will be involved in the mission. This briefing shall also include information about the specific capture weapon being used. If a net gun is utilized, a discussion shall include the size of net and the barrel angle to be used. If a tranquilizer/dart gun is to be used, the discussion shall include the velocity of dart being used, tranquilizer drug being used, any antidote needed in the event of accident, and the antidote's location. If additional personnel are added during the course of a day, another complete briefing shall be performed to include another walk through capture.

B2.3.3 Dual controls shall be removed and/or deactivated prior to contract performance. The pilot shall brief passengers to remain clear of the flight controls at all times.

B2.3.4 Restrictions while carrying weapons (Program Items 2 & 3 only). The designated gunner may carry aboard the aircraft and operate appropriate weapon(s) for accomplishment of the mission. The weapon shall not be loaded or cocked (bolt closed) unless the muzzle is outside of and pointed away from the aircraft.

B2.3.5 STEP Landings (Program Items 2 and 3 only). Single Skid, Toe-in, hover-Exit Procedure (STEP) landings are authorized only during actual animal capture

SECTION B- TECHNICAL REQUIREMENTS

operations. These techniques shall not be used as standard protocol during other operations.

B2.3.5.1 The Contractor shall have an established training program relative to STEP landings. The training program shall include a procedure that identifies and tracks those individuals who have been trained, and if requested, this information will be made available to the Government. Pilots shall receive approval by DOI Aviation Management Directorate (AMD) prior to performing STEP landings.

(a) **For Contractor and Government Provided Services.** Government and/or IDFG approved personnel may participate in STEP type landings. Participation of these personnel may include training requirements that must include participation by the Contractor's pilot.

B2.3.6 **Day/night use.** Helicopters shall be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset.

B2.3.7 **Flight plans.** Pilots shall file and operate on an FAA, ICAO, or a DOI bureau flight plan. Contractor flight plans are not acceptable. Flight plans shall be filed prior to takeoff when possible.

B2.3.8 **Flight following.** Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the DOI bureau's approved flight following procedures. Check-in intervals shall not exceed 1-hour intervals under normal circumstances.

B2.3.9 **Flights with doors open or removed.** When requested by the Government, the aircraft shall be capable of flights with any door(s) removed or opened (sliding doors) as appropriate for the aircraft make/model. The aircraft external registration number shall be displayed in such a manner as not to be compromised by this requirement. The Contractor's representatives are responsible for removal and security of the doors; however, if the pilot requests assistance from the Government, the Contractor will ensure Government personnel have been adequately briefed and trained on appropriate removal and storage of doors.

B2.3.10 There shall be no smoking in the aircraft.

B2.3.11 Pilot shall remain at flight controls while rotors are turning. (For post-flight maintenance inspection operations, the pilot may exit the aircraft with the rotors turning after the engine has been shut down. All

Government personnel should be clear of the helicopter landing area prior to the pilot exiting the helicopter.)

B2.4 Personal Protective Equipment (PPE) for Flight Operations

The below listed personal protective equipment (PPE) shall be furnished by the Contractor and be worn by contractor personnel during flight operations. PPE must be operable, and maintained in good repair, while used under this contract.

B2.4.1 A flight helmet consisting of a one-piece hard shell made of polycarbonate, Kevlar, carbon fiber, or fiberglass must cover the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet shall be equipped with a chinstrap and shall be appropriately adjusted for proper fit. Flight helmets for helicopter usage must conform to a national certifying agency standard, such as DOT, Snell, SFI, or an appropriate military standard, or appropriate equivalent standard, and be compatible with required avionics. "Shorty" (David Clark style) helmets are not approved.

B2.4.1.1 Flight helmets currently meeting this requirement are known to include the SPH-4, SPH-5, SPH-8, HGU-56, and HGU-84. Helmets designed for use in fixed wing aircraft do not provide adequate protection for helicopter occupants and are not approved for helicopter use.

B2.4.2 Long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal, boots made of all-leather uppers that come above the ankles and leather or polyamide or aramid gloves. The shirt, trousers, boots, and gloves shall overlap to prevent exposure to flash burns. (Clothing not containing labels identifying the material either by brand name or mil-spec will not be acceptable).

B2.4.2.1 During cold weather, insulated boots are acceptable. Garments worn over the Nomex flight suit, such as coats, bib pants, and coveralls are acceptable and should also be made of Nomex or other fire resistant material. Outerwear garments made from natural fibers such as leather, cotton, wool, or wool, cotton blends are acceptable substitutes. Materials with low temperature melting characteristics such as synthetics (nylon, Dacron, polyester, etc.) and synthetic blends shall not be worn.

B2.4.3 **Gunner Safety Harnesses – (Program Item 2 and 3).** An adjustable full-body harness shall be provided by the contractor that meets the requirements of American National Standards Institute (ANSI). A safety

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strap shall be attached to the aircraft in a manner that meets the requirement of 29 CFR 1926.502(e)(2).

B2.4.3.1 The harness shall be worn and used as a positioning device system for the gunner. It is **not** to be used in lieu of seat belts and shoulder harness for takeoff and landing. Use of both the gunner safety harness and a seat belt, with extension, if necessary, **must** be used when doors are removed from the helicopter. The gunner's safety harness will not be required if the helicopter is equipped with an AMD-approved shooting door. The seatbelt is still mandatory.

B2.4.4 Personal Protective Equipment (PPE) for Ground Operations

B2.4.4.1 While within the safety circle of an operating helicopter, all personnel will wear the following PPE:

B2.4.4.2 Shirt with sleeves overlapping gloves and pants with legs overlapping boots, hard hat or flight helmet with chin strap fastened, hearing protection, and eye protection.

Note: Maintenance personnel working on a running aircraft are exempt from glove and hardhat requirements.

B2.4.4.3 In addition, fuel service vehicle operators will wear non-static (example: cotton/natural fiber) clothing and gloves.

B2.5 Exemption for Transportation of Hazardous Materials

The Contractor may be required to transport hazardous materials. Such transportation shall be in accordance with 49 CFR, Department of Transportation (DOT) exemption DOT-E-9198, and the *Interagency Aviation Transport of Hazardous Materials Department of the Interior Handbook*. A copy of the current exemption, DOI handbook, and *DOT Emergency Response Guidebook* (ERG) must be carried aboard each aircraft transporting hazardous materials. It is the Contractor's responsibility to ensure that each employee that may perform a function subject to this DOT exemption receives required training. The required training is only satisfied by completing the IAT Module A-110: Aviation Transportation of Hazardous Materials. The training can be completed online at <<http://www.iat.gov>>. Documentation of this training shall be retained in the employee's records and be made available to the Government when requested.

Note: The DOT exemption and the DOI handbook are available online at <<http://www.nbc.gov>>. The Contractor is responsible for obtaining the *DOT Emergency Response Guidebook*.

B2.6 Pilot Authority and Responsibility

The pilot is responsible for: operating the aircraft within its operating limits, safety of the aircraft, its occupants, and cargo. The pilot shall comply with the directions of the Government, except, when in the pilot's judgment such compliance will be a violation of applicable Federal or State regulations or contract provisions. The pilot shall refuse any flight or landing which the pilot considers hazardous or unsafe.

B2.6.1 The pilot shall not permit any passenger to ride in the aircraft or any cargo to be loaded therein unless authorized by the CO or his/her authorized representative.

B2.6.2 Pilots are responsible for computing the weight and balance for all flights and for assuring that the gross weight and center of gravity does not exceed the aircraft's limitations. Pilots are responsible for the proper securing of all cargo. When required by the Government, the pilot shall utilize the Standard Interagency Load Calculation Method and its forms. A sample of the form is included as an exhibit to this section.

B2.6.3 The pilot, under the terms of this contract, may perform preventive maintenance in accordance with their company's operations specifications.

B2.6.4 The assigned pilot on this contract may function as a mechanic when the aircraft is not available due to required maintenance, provided the following requirements are met:

B2.6.4.1 The pilot shall meet all of the mechanic qualifications and experience requirements specified herein.

B2.6.4.2 Any time that the pilot is engaged in mechanic duties will apply against the pilot's duty limitations. In addition, all time in excess of 2 hours (not necessarily consecutive) will apply against the pilot's flight limitations.

B2.6.4.3 A pilot functioning as a mechanic shall not accomplish scheduled maintenance such as 50- and 100-hour inspections.

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B2.6.5 All maintenance performed will be recorded in accordance with 14 CFR Part 43.9.

B3. PERSONNEL REQUIREMENTS

B3.1 Personnel Duty Limitations

The Government may remove any Contractor personnel for fatigue or other causes before reaching their daily duty or flight limitations.

B3.2 Pilot Requirements

The Contractor shall furnish a pilot for each day the aircraft is required to be available. The pilot shall have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance.

A minimum of 25 hours of the Pilot in Command (PIC) requirements required for Program items 1, 2, or 3 must have been within the previous 12 calendar months.

Pilots must have knowledge of the habits of various wildlife and how to effectively and efficiently gather and/or capture them.

Pilots must have the ability to maintain effective visual contact with the target animals.

Pilots must have the ability to safely identify and maintain effective airborne contact with the target animals.

B3.3 Pilot Qualifications

The following are minimum qualifications to provide service under this contract:

B3.3.1 Pilots shall have at least an FAA commercial pilot certificate with a rotorcraft-helicopter rating.

B3.3.2 Pilots shall hold at least a current second class medical certificate issued under provisions of 14 CFR Part 67.

B3.3.3 Pilots shall show evidence of satisfactorily passing an FAA currency flight check in accordance with provisions of 14 CFR Part 135, in the make and model offered for this contract, within the previous 12-month period.

B3.3.4 Pilot flying hours shall be verified from a certified pilot log. Further verification of flight hours may be substantiated by log books, pilot flight records, **CONTRACT NO. 1406-07-80-see contractor listing**

client references, etc. at the discretion of the AMD representative.

B3.3.5 Each pilot may be required to pass an agency flight evaluation as defined in Section C, in each make and model of aircraft to be flown on this contract. The satisfactory completion of the evaluation flight will not substitute for any of the total flight hour requirements listed in this contract.

B3.3.6 Pilots shall be capable of using all equipment specifically identified in Section B for performance of contract work (e.g, GPS, FM radio, etc.). Pilots may be required to demonstrate proficiency during an agency evaluation flight.

B3.3.7 Pilots shall provide written evidence of qualification to transport external loads in accordance with the Contractor's 14 CFR Part 133 Certification. The precision placement of externally carried cargo is an operational requirement of this contract. Pilots will be required to place cargo precisely where requested regardless of the cable length (as specified in Section B4) while operating within the helicopter's capability.

B3.3.8 Pilots shall have accumulated the minimum pilot-in-command time as follows:

B3.3.8.1	1,500 hours . . . in helicopters.
B3.3.8.2	100 hours . . . in helicopters in the last 12 months.
B3.3.8.3	100 hours . . . in the weight class of the helicopter offered. Defined as: "small" - up to an approved gross weight of 7,000 pounds; "medium" - above 7,000 pounds up to 12,500 pounds; "large" - above 12,500 pounds.
B3.3.8.4	100 hours . . . if offering turbine engine helicopters.
B3.3.8.5	200 hours.....if offering reciprocating engine helicopters.
B3.3.8.6	50 hours . . . in the make and model of the helicopter offered. Pilot flight hour requirements in make and model may be reduced by 50 percent if the pilot shows evidence of satisfactorily completing the manufacturer's approved ground school and flight check in make, model, and series of the helicopter used on this contract. (See attachments).
B3.3.8.7	Last 90 days.... Compliance with 14 CFR

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61.57 or 135.247 as appropriate.

B3.3.8.8 10 hours . . . in designated mountainous areas in the make and model helicopter offered.

B3.3.8.9 200 hours. . Total mountain flying. Defined as experience in operating helicopters in mountainous terrain as identified in 14 CFR 95 Subpart B – Designated Mountainous Area. Operating includes, maneuvering and numerous takeoffs and landings to ridgelines, pinnacles and confined areas.

B3.3.8.10 Pilots must be qualified for external sling load operations.

B3.3.8.10.1 Pilots must also be qualified for vertical reference longline operations, if contractor offers service under Program Item 3, or exercises the option to offer the equipment listed in paragraphs B4.2.18 through B4.2.19.1 for Program Items 1, 1A, 1B, or 2.

B3.3.8.11 Additional PIC logged time specific for each Program Item as follows:

B3.3.8.11a **Program Item 1:** 75 hours in animal classification, aerial herding, animal eradication, or drive netting operations in which the helicopter was consistently flown and maneuvered close to the surface.

B3.3.8.11b **Program Item 2:** 100 hours . . . in animal classification, aerial herding, drive netting, trapping operations or aerial wildlife operations conducting marking, eradication, or high velocity darting.

25 of these hours PIC must have been while conducting aerial marking, eradication or high velocity darting operations.

B3.3.8.11c **Program Item 3:** 150 hours . . . in aerial wildlife operations conducting marking, eradication, high velocity darting, low velocity darting, or net gunning.

100 of these hours PIC must be in aerial live capture of wildlife utilizing net gunning and/or darting with low velocity darts.

a. The above 100-hour PIC requirement may be reduced to 50 hours PIC if the pilot provides evidence of satisfactory completion of a net gun manufacturer's training school.

b. The above 100 hour PIC requirement may be reduced to 25 hours if both the pilot and the net gunner provide evidence of satisfactory completion of a net gun manufacturer's training school.

d. A minimum of 10 hours PIC in make, model, and

series conducting aerial live capture, net gun, or extreme low velocity darting.

B3.4 Flight Crewmembers Duty and Flight Limitations

Assigned duty of any kind shall not exceed 14 hours in any 24-hour period. Duty includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the work site and place of lodging will not be considered duty time. Flight crewmembers will be subject to the following duty hour limitations:

B3.4.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B3.4.1.1 Pilots shall be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B3.4.1.2 The pilot shall be given a minimum of 10 consecutive hours of rest (off duty), prior to any assigned duty period.

B3.4.2 **Flight limitations.** All flight time, regardless of how or where performed, except personal pleasure flying, will be reported by each flight crewmember and used to administer flight time and duty time limitations. Flight time to and from a duty station as a flight crewmember (commuting) will be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to: military flight time; charter; flight instruction; 14 CFR Part 61.56 flight review; flight examinations by FAA designees; any flight time for which a flight crewmember is compensated; or any other flight time of a commercial nature whether compensated or not. Pilot flight time computation shall begin at liftoff and end at touchdown and will be computed from the flight hour meter installed in the aircraft. Flight crewmembers will be limited to the following flight hour limitations, which shall fall within their duty hour limitations:

B3.4.2.1. A maximum of 8 hours flight time during any assigned duty period.

B3.4.2.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

B3.5 Mechanic Requirement

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A mechanic is not required to remain at the operating base or be on site during performance under this contract. If maintenance services are required during a project, the mechanic performing maintenance services shall meet the requirements below.

B3.6 Mechanic Qualifications

B3.6.1 The mechanic must have a valid FAA mechanic certificate with airframe and power plant ratings, and must have held the certificate or foreign equivalent certificate with both ratings for a period of 24 months. The mechanic must have been actively engaged in aircraft maintenance as a certificated mechanic for at least 18 months out of the last 24 months immediately preceding the start date of the contract.

B3.6.2 The mechanic shall have 12 months experience, as an A&P or foreign equivalent certificate, in maintaining helicopters (3 months must have been in the last 2 years).

B3.6.3 The mechanic must also show evidence of maintaining a helicopter of the same make and model as offered under "field" conditions.

B3.6.4 Mechanics must have satisfactorily completed a manufacturer's maintenance course or an equivalent FS or AMD-approved Contractor's training program for the make and model of helicopter offered or, show evidence that he/she has 12 months maintenance experience on a helicopter of the same make and model offered.

B3.6.5 The Contractor may enter into an agreement with a qualified mechanic or maintenance facility whose personnel meet the requirements set forth above. Details of the agreement shall be clarified with the CO.

B3.6.6 The mechanic shall be available to maintain the aircraft in airworthy condition. The mechanic shall be provided by the Contractor and shall be in addition to the pilot(s).

B3.6.7 When the mechanic is serving as the fuel servicing vehicle driver, the more stringent duty limitations shall apply.

B3.7 Mechanic Duty Limitations

Mechanics shall not exceed the following duty time limitations:

B3.7.1 Within any 24-hour period, mechanics shall have a minimum of 8 consecutive hours off duty immediately prior to the beginning of any duty day. Local travel up to
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a maximum of 30 minutes each way between the work site and place of lodging will not be considered duty time.

B3.7.2 Mechanics will have 2 full days off duty during any 14-day period during the performance of this contract. Off duty days need not be consecutive.

B3.7.3 Duty time includes availability and work or alert status at any job site for which a mechanic is compensated; or any other time of a commercial nature whether compensated or not.

B3.7.4 The mechanic will be responsible for keeping the Government apprised of his/her duty limitation status.

B3.7.5 Relief or substitute mechanics reporting for duty under any contract may be required to furnish a record of all duty time during the previous 14 days.

B3.8 Fuel Servicing Vehicle Driver Requirement and Qualifications

The Contractor shall furnish a fuel servicing vehicle driver for each day the aircraft is required to be available. The fuel servicing vehicle driver must meet all Department of Transportation requirements for fuel vehicle drivers.

B3.9 Fuel Servicing Vehicle Driver Duty Limitations

B3.9.1 Fuel servicing vehicle drivers shall comply with Department of Transportation (DOT) safety regulations, 49 CFR Parts 390-399, including duty limitations. It is the Contractor's responsibility to ensure that employees comply with DOT regulations.

B3.9.2 The fuel servicing vehicle driver shall have a minimum of 2 full calendar days of rest (off duty) during any 14-day period. Off duty days need not be consecutive.

B3.9.3 The fuel servicing vehicle driver will be responsible for keeping the Government apprised of his/her duty limitation status.

B3.9.4 Fuel servicing vehicle drivers reporting for duty under any contract may be required to furnish a record of all DOT duty time during the previous 14 days.

B3.10 Gunners, and Animal Handlers

Applicable to Program Item 2 and 3 only.

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B3.10.1 Animal capture operations under this contract may be performed with either Contractor or Government personnel performing aerial gunning, net gunning, darting and/or animal handling operations. To provide clarity of services required, a Capture Operation Questionnaire (Attachment B8.10) will be completed by the requesting activity. This questionnaire will be provided to contractor(s) at time of order request. Contractor is responsible for reviewing the Questionnaire and identifying any equipment that can not be provided as required. An evaluation will be made at the time of ordering services of the contractors capability to provide all required equipment.

B3.10.2 Contractor Provided. Contractor is responsible for ensuring Contractor provided gunners(s) have been adequately trained and are proficient in the art of aerial gunning, darting, or net gunning.

B3.10.2.1 Special gunner qualifications for gunner's provided for Program Item 2: Gunner's must have.... 50 hours of experience in aerial gunning conducting eradication, marking (paintball), and/or high velocity darting operations or be qualified under Section B3.10.2.2.

B3.10.2.2 Special gunner qualifications for gunner's provided for Program Item 3: Gunner's must have.... 50 hours of experience in aerial gunning involving low velocity darts and/or net guns or have satisfactorily completed a net gun manufacturer's training program as evidenced by a certificate. Gunners must be approved by DOI.

B3.10.3 Contractor Provided Animal Handler(s). It is the Contractor's responsibility to ensure Contractor provided animal handler(s) are trained and knowledgeable about the handling of a variety of wildlife and processes that may be used to tag, collar, or sample the animals.

B4. EQUIPMENT REQUIREMENTS

B4.1 Condition of Equipment

Contractor-furnished aircraft and equipment shall be operable, free of damage, and in good repair. Aircraft systems and components shall be free of leaks except where specified by the manufacturer.

B4.1.1 All windows and windshields must be clean and free of scratches, cracks, crazing, distortion, repairs, or tinting which hinder visibility. Repairs, such as a safety wire lacing and stop drilling of cracks, are not acceptable as permanent repairs. Prior to acceptance, all temporary

repaired windows and windshields shall have permanent repairs completed or shall be replaced.

B4.1.2 The aircraft interior shall be clean and neat. There shall be no un-repaired tears, rips, or other damage to the interior. The exterior finish, including the paint, shall be clean, neat, and in good condition. Any corrosion shall be within manufacturer or FAA-acceptable limits.

B4.1.3 Lap belt and shoulder harness condition. The following items are not acceptable:

1. Webbing

- a. Frayed webbing: 5 percent or more
- b. Torn webbing
- c. Crushed webbing
- d. Swelling: Twice the thickness of original web, or if difficult to operate through hardware
- e. Creased webbing: No structural damage allowed
- f. Sun deterioration: Severe fading, brittleness, discoloration, and stiffness

2. Hardware

- a. Inoperable buckle
- b. Other inoperative hardware
- c. Nylon bushing at shoulder harness-to-lap belt connection missing or damaged
- d. Fabricated bushings or tie wraps used as bushings
- e. Rust/corrosion: Only minor surface rust/corrosion allowed
- f. Wear: Wear beyond normal use

3. Stitches

- a. Broken or missing stitches
- b. Severe fading or discoloring
- c. Inconsistent stitch pattern

4. TSO Tags (see FAR 21.607)

- a. Missing
- b. Illegible

5. Age

Belts/fabric over 10 years from date of manufacture require close inspection because of the elements they are exposed to, but do not have to be replaced if it can be determined they are in serviceable condition.

B4.2 Aircraft Equipment Requirements

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One aircraft shall be provided and equipped with the following:

B4.2.1 A complete set of current aeronautical charts covering area of operations.

B4.2.2 One digital hour meter shall be installed in a location observable by the pilot and front seat observer while seated. The meter shall be wired in series with a switch on the collective control, and a switch activated by engine or transmission oil pressure or equivalent means, to record flight time only.

B4.2.3 Free air temperature gauge.

B4.2.4 One set of individual lap belts for each occupant.

B4.2.4.1 For aerial capture operations defined in Program Item 2 and 3. Seat Belts with a rotary-type buckle similar to the Pacific Scientific Saf-T-Matic are required for the gunner (s) position (s).

B4.2.5 Double strap shoulder harness with automatic or manual locking inertia reel for each front seat occupant. Shoulder straps and lap belts shall fasten with one single point metal-to-metal, quick release mechanism. Heavy-duty (military style) harnesses with fabric loop connecting the shoulder harness to the male portion of the lap belt buckle are acceptable in transport category helicopters.

B4.2.5.1 Shoulder harnesses (either single-strap or double-strap) for each aft cabin occupant. Shoulder harness straps and lap belts shall fasten with a single-point, metal-to-metal, quick-release mechanism.

B4.2.6 Fire extinguisher(s), as required by 14 CFR Part 135, shall be a handheld bottle, minimum 2-B:C rating, mounted and accessible to the flight crew while seated. The fire extinguisher shall be maintained in accordance with *NFPA Manual 10: Standards for Portable Fire Extinguishers* or the Contractor's 135 operations manual.

B4.2.7 Dual controls are required for initial pilot performance evaluation.

B4.2.8 A strobe light, with either a white, or 1/2-white and 1/2-red lens, mounted on top of the aircraft, or otherwise visible from above. If the aircraft certification requires the anti-collision light to be aviation red, then a white strobe light with an independent activating switch shall be provided in addition to the red strobe.

B4.2.9 High skid-type landing gear, if manufactured for make and model.

B4.2.10. Aircraft with a floor height greater than 18 inches shall have personnel access steps to ensure safe entrance and exit from each door. **For Program Item 3**, the aircraft shall have an AMD approved step, in the gunners position, that will aid the gunner in supporting a proper shooting position.

B4.2.11 Cabin heater and window defogger.

B4.2.12 External cargo rack(s) **or** Baggage Compartment, (whichever is appropriate based upon type of aircraft). External cargo rack(s) with tie-down nets, straps, or bungees. Cargo rack(s) shall be at least 2 1/2 inches deep, meeting construction methods and procedures prescribed in AC 43.13.1B and AC 43.13.2B. If cargo racks not appropriate based upon type of aircraft, a 15-cubic-foot baggage compartment within the aircraft fuselage specifically designed to carry cargo separate from the cabin is required.

Note: Cargo rack(s) may be removed for net gunning, darting, and paintball operations. For McDonnell Douglas 500/600 series, one cargo rack on the right side of the aircraft and a personnel access step on the opposite side are acceptable.

B4.2.13 Aircraft manufactured with a parcel/storage area behind the rear passenger seats shall be equipped with a cargo restraint system for that area.

B4.2.14 A first aid kit containing items specified in attachments shall be carried aboard the aircraft on all flights.

B4.2.15 A survival kit containing items specified in attachments shall be carried aboard the aircraft on all flights and shall be included in weight and balance/load calculations.

B4.2.16 A convex mirror for observation of the sling load by the pilot.

B4.2.17 One cargo hook that may be loaded and locked in a single motion with one hand, and is rated at the maximum lifting capacity of the aircraft.

B4.2.17.1 The cargo hook and associated systems shall be overhauled and maintained in accordance with the manufacturers operating and maintenance instructions

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(Note to Offerors: Please ensure appropriate blocks on Page 6, Section A, Special Requirements are checked for Longline and Remote Hook availability.)

B4.2.18 Counter-wound or rotation resistant wire rope with swaged fittings having a minimum breaking strength of 3.75 times the working load with appropriate placards **and/or** synthetic rope meeting the requirements of the Helicopter Synthetic Long-line attachments.

B4.2.18.1 The length of the rope shall be readily adjustable from 50 to 150 feet in 50-foot increments.

B4.2.19 One electrically activated remote cargo hook, that may be loaded and locked in a single motion with one hand, and is rated at the maximum lifting capacity of the helicopter.

B4.2.19.1 The remote hook shall be protected by a metal ring or cage that does not interfere with the use or function of the hook.

NOTE: Items in B4.2.16 through B4.2.19 may be removed from the aircraft for projects that do not require Class B external load activities. However, this equipment shall be located at each project site.

B4.2.20 Aircraft lighting for night operation in accordance with 14 CFR Part 91.205(c), including instrument lights.

B4.2.21 High visibility markings on main rotor blades as specified in attachments.

B4.3 Other Auxiliary Equipment

Applicable to Program Items 2 and 3. Based on requirements, appropriate Firearm(s) for eradication, paintball-gun for marking, tranquilizer (dart) gun, darts and charges for chemical immobilization, net-gun, charges and nets shall be required. Contractors shall provide appropriately sized nets for the wildlife species to be net gunned. When requested, the Contractor shall self-certify that nets have not been used in an area known to be exposed to any disease, such as Chronic Wasting Disease, etc. Contractor must provide the appropriate animal subduing items, such as hobbles, blindfolds, etc. The Contractor may be required to transport the animals from remote sites to a staging area and should have the appropriate animal capture support equipment as identified in the attached, *"Capture Support Minimum Equipment List,"* to transport the animals in an apparatus that supports the animals body weight and adequately protects the animals airway and protects it from injury.

NOTE: All equipment required for ACETA will be inspected by AMD. Net-guns shall be Bureau of Alcohol, Tobacco and Firearms (BATF) approved or be registered and meet the requirements under the National Firearms Act (26 U.S.C. Chapter 53 and 27 CFR Part 479). Documentation of approval or registration of the net-gun must be provided to the AMD inspector. **Any net-guns that are not approved or registered by the BATF will be considered illegal and reported to the appropriate authorities.**

B5. AVIONICS REQUIREMENTS

B5.1 General

The following systems shall be furnished, installed, and maintained by the Contractor in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B5.6. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from the DOI or AMD Avionics, or at <http://www.nbc.gov/amd/library/handbooks/aots.pdf>).

B5.1.1 Any digital aeronautical, mobile, or portable VHF-FM radios furnished to meet the requirements of this document shall also be APCO Project 25 (EIA/TIA-102) compliant.

B5.2 Communications Systems

B5.2.1 One automatic-portable/automatic-fixed or automatic-fixed Emergency Locator Transmitter (ELT), utilizing an external antenna and meeting the same requirements as those detailed for airplanes in 14 CFR Part 91.207 (excluding section f), shall be installed per the manufacturer's installation manual, in a conspicuous or marked location.

B5.2.2 One panel-mounted VHF-AM (VHF-1) aeronautical mobile transceiver, operating in the frequency band of 118.000 to 135.975 MHz, with a minimum of 720 channels in no greater than 25 kHz increments, and a minimum of 5 watts carrier output power.

B5.2.3 Provisions for auxiliary VHF-FM (AUX-FM) portable radio:

B5.2.3.1 The Contractor shall provide the necessary interface for installing and properly operating an auxiliary VHF-FM portable radio through the aircraft's audio control system(s). The interface shall consist of the appropriate wiring from the audio control system,

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terminated in an MS 3112E-12-10S type connector (which must be located and arranged so that the observer/co-pilot, when seated, has full and unrestricted access without interference from clothing, the cockpit structure, or the flight controls) and utilizing the contact assignments as specified by drawing FS/AMD-17.

B5.2.3.2 One weatherproof, external, broadband antenna covering the 150-174 MHz band, with associated RG-58A/U (or equivalent) coaxial cable and connector, terminated in a bulkhead-mounted, female BNC connector (which must be located and arranged so that the observer/co-pilot, when seated, has full and unrestricted access without interference from clothing, the cockpit structure, or the flight controls) adjacent to the above 10-pin connector (Comant type CI-177 or equal).

B5.2.3.3 Mounting facilities, in accordance with the specifications of FAA Advisory Circular AC 43.13-2B, for secure installation of the auxiliary VHF-FM portable radio in the cockpit shall be provided. The location of the mounting facilities shall be such that, when connected with an 18-inch adapter cable, the radio's controls shall be located and arranged so that the observer/copilot, when seated, has full and unrestricted movement of the radio's controls, without interference from clothing, the cockpit structure, or the flight controls.

B5.2.3.4 Positive-polarity microphone excitation voltage shall be provided to the AUX-FM system from the aircraft DC power system through a suitable resistor network. A blocking capacitor shall be provided to prevent the portable radio microphone excitation voltage from entering the system. Sidetone for the AUX-FM shall also be provided (NAT AA34-300, Premier PA-34, or equivalent).

B5.2.3.5 The Contractor shall provide an auxiliary FM adapter cord to interface the connectors and circuits necessary to operate the radio described in B5.2.3.6 below through the MS 3112E-12-10S connector in the aircraft (FS/AMD drawing A-15-1 is provided as one possible interface).

B5.2.3.6 One VHF-FM two-way portable radio, operating in the 150 MHz to 174 MHz frequency band, frequency synthesized, CTCSS 32 sub-audible tone capable, user programmable in the field, and a minimum of 5 watts carrier output power shall be furnished for use with AUX-FM system and adapter above. The portable radio must also provide selection of both narrowband (12.5 kHz) and wide-band (25.0 kHz) channel spacing operation on each channel.

B5.2.3.7 In lieu of the above AUX-FM, adapter, and portable radio requirements, the Contractor may substitute a VHF-FM transceiver installation which meets the following requirements:

B5.2.3.7.1 One VHF-FM transceiver (FM-1), which meets the following criteria, shall be installed in the aircraft.

B5.2.3.7.2 The transceiver's operational frequency range shall include the band of 150 to 174 MHz, with user-programmable channels in selectable 2.5 kHz increments. The transceiver must also provide selection of both narrowband (12.5 kHz) and wide-band (25.0 kHz) channel spacing operation on each channel.

B5.2.3.7.3 Carrier output power shall be no less than 5 watts and no greater than 10 watts. The transceiver's/encoder's operational controls must be located and arranged so that both the pilot and observer/co-pilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B5.2.3.7.4 One CTCSS sub-audible tone encoder (which may be an integral part of the transceiver), with a minimum of 32 selectable tones meeting the current EIA RS-220 standard, shall be interfaced to the above transceiver. It is desired that the encoder provide a display of the selected tone.

B5.3 Navigational Systems

Global Positioning System (GPS). One GPS shall be securely mounted in the aircraft. The GPS shall reference latitude and longitude coordinates for aircraft positioning, and utilize an approved, fixed, external aircraft GPS antenna. In "bubble-canopy" aircraft, however, a GPS antenna may be mounted inside the "bubble," provided the installation provides proper operation and does not interfere with the operation of other systems, occupant comfort, or outward vision. The GPS shall be powered by the aircraft electrical system.

B5.4 Audio Systems

B5.4.1 An audio control system shall be provided for the pilot and observer/co-pilot. The system shall provide pilot and observer/co-pilot with controls for selection of receiver audio outputs and transmitter microphone/PTT audio inputs for all installed radios and PA systems. The system shall also provide pilot and observer/co-pilot with

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separate controls for adjustment of both ICS and receiver audio output levels.

B5.4.1.1 Transmitter selection and operation. A transmitter selection control shall be provided for the microphone/PTT inputs of the pilot and observer/copilot. Whenever a transmitter is selected, the companion receiver audio shall automatically be selected for the corresponding earphone. Transmitter sidetone audio shall be provided for the user.

B5.4.1.2 Receiver selection and operation. Separate controls shall be provided for selection of audio from one or any combination of available receivers. The passenger position(s) shall monitor the receiver(s) as selected by the pilot or observer/copilot. The receiver audio output shall be free of excessive distortion, hum, noise, and crosstalk, and shall be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B5.4.1.3 The controls of the audio system must be located and arranged so that both the pilot and observer/co-pilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls. Labeling and marking of controls shall be clear, understandable, legible, and permanent. Electronic labelmaker marking is acceptable.

B5.4.2 An intercommunications system (ICS) shall be provided for the pilot and all crewmembers. ICS audio shall mix with, but not mute, selected receiver audio. An ICS audio level control shall be provided. A "hot mic" capability, controlled via an activation switch (voice activation [VOX] IS NOT acceptable), shall be provided for the pilot, observer/co-pilot, and gunner. ICS sidetone audio shall be provided for the earphones corresponding with the microphone in use. The ICS audio output shall be free of excessive distortion, hum, noise, and crosstalk, and shall be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B5.4.3 Earphones, microphones, PTTs, and jacks:

B5.4.3.1 The system shall be designed for operation with 600-ohm earphones and carbon-equivalent, noise-canceling boom type microphones (Gentex electret type Model 5060-2, military dynamic type M87/AIC with CE-100 TR preamplifier, or equivalent) with U-174/U (single/male) type connector plug. The pilot position only may be configured for low impedance (dynamic) operation.

B5.4.3.2 All earphone/microphone jacks in the aircraft(except the pilot's) shall be U-92A/U (single/female) type, which will accept the U-174/U type plugs specified above. Adapter cables and connectors maybe used as necessary to provide U-92A/U type jacks.

B5.4.3.3 Separate PTT switches shall be provided for radio transmitter and ICS microphone operation at the pilot and observer/copilot positions. The pilot's PTT switches shall be mounted on the cyclic control. The observer/co-pilot's PTT switches shall be mounted on the cord to the earphone/microphone connector. In lieu of the observer/co-pilot's cord-mounted PTT switches, a footswitch-operated PTT system may be utilized. ICS PTT switches for the other required positions shall be mounted on the cord to the earphone/microphone connector.

B5.5 Other Avionics

B5.5.1 No requirements.

B5.6 Avionics Installation and Maintenance Standards

B5.6.1 All avionics systems used in or on the aircraft for this contract and their installation and maintenance shall comply with all manufacturer's specifications and applicable Federal Aviation Regulations contained within 14 CFR regardless of any exclusions for public aircraft allowed in 14 CFR.

B5.6.2 Strict adherence to the recommendations in FAA AC 43.13-1B Chapter 11, "Electrical Systems", and Chapter 15, "Radio and Electronic Systems," as well as AC 43.13-2B Chapter 1, "Structural Data", Chapter 2, "Radio Installation," and Chapter 3, "Antenna Installation," is required.

B5.6.3 All avionics systems requiring an antenna shall be installed with a properly matched, aircraft-certified antenna unless otherwise specified. Antennas shall be polarized as required by the avionics system, and have a VSWR less than 2.5 to 1.

B5.6.4 Avionics equipment mounting location and installation shall not interfere with passenger safety, space, and comfort. Avionics equipment will not be mounted under seats designed for deformation during energy attenuation. In all instances, the designated areas for collapse shall be protected.

B5.7 Automated Flight Following (AFF) System.

SECTION B- TECHNICAL REQUIREMENTS

B5.7.1 One Automated Flight Following (AFF) system compatible with the Government's AFF tracking network (Webtracker) is required. Not all available AFF systems are compatible with Webtracker nor meet Webtracker's requirements. The contractor shall ensure that the AFF system offered is compatible with Webtracker. To view Webtracker's current compatibility requirements refer to <<https://www.aff.gov>>.

B5.7.2 The AFF system shall be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF equipment shall utilize as a minimum: Satellite communications, an externally mounted antenna, provide data to the Government's Webtracker software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF equipment during periods of turbulence. Any AFF manufacturer-required pilot display(s) or control(s) shall be visible/selectable by the pilot(s). Remote equipment having visual indicators should be mounted in such a manner as to allow visual indicators to be easily visible.

B5.7.3 AFF communications shall be fully operational in the lower 48 States. Contractors accepting dispatches to the State of Alaska, Southern Canada, or Western Canada must have an AFF system capable of being tracked in these locations at all times. Not all manufacturers' AFF equipment communication links will operate effectively in all geographic areas.

B5.7.4 The contractor shall maintain a subscription service through the AFF equipment provider allowing AFF position reporting for satellite tracking via Webtracker. The position-reporting interval shall be every two minutes while the aircraft is in flight. The contractor shall register their AFF equipment with the Boise Help Desk providing: Complete tail number, manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact information. If the Contractor relocates previously registered AFF equipment into another aircraft, then the Contractor shall contact the Boise Help Desk making the appropriate changes prior to aircraft use. In all cases, the contractor shall ensure that the correct aircraft information is indicated within Webtracker. The Contractor shall contact the Boise Help Desk of system changes, scheduled maintenance, and planned service outages.

B5.7.4.1. For contractors working only for IDFG, who choose not to provide AFF units in their contract aircraft, the Contractor shall allow the installation of an IDFG-furnished and maintained
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Automated Flight Following (AFF) system in each aircraft. In order to facilitate this installation, the Contractor shall equip each aircraft with the appropriate circuit breaker-protected power source and cabling, antenna(s) (if required for the type unit being utilized), associated cabling, and secure mounting provisions that will successfully operate either of the following AFF systems as furnished:

Blue Sky Network D1000C, or
Guardian Mobility Skytrax

B5.7.4.2. For contractors working only for IDFG, who choose not to provide AFF units in their contract aircraft, the Contractor is responsible for providing the following information to IDFG upon request: complete aircraft registration (tail) number; aircraft make and model; and Contractor contact information, based upon the assignment of each specific AFF unit. The Contractor is **not** responsible for the cost of any subscription services associated with the AFF unit.

B5.7.5 Registration contact information, a web accessible feedback form, and additional information is available at <<https://www.aff.gov>>. The Boise Help Desk can be reached at (800) 253-5559 or (208) 387-5290.

B5.7.6 Prior to the aircraft's annual Contract inspection, the Contractor shall ensure compliance with all AFF systems requirements. The Contractor shall additionally perform an operational check of the system. As a minimum, the operational check shall consist of confirming the aircraft being tested is displayed in Webtracker (indicating it is currently transmitting data to Webtracker) and that all information displayed in Webtracker is current. A username and password is required to access Webtracker. Log on to the AFF website at <<https://www.aff.gov>> to request a username and password, or contact the Boise help desk. When the aircraft passes the operational check, an aircraft logbook entry shall be made.

B5.7.7 This clause incorporates Specification Section Supplement available at: <<https://www.aff.gov/contractspecs>> with the same force and effect as if they were presented as full text herein.

B6. MAINTENANCE REQUIREMENTS

B6.1 General

The aircraft shall be operated and maintained in accordance with the manufacturer's specifications and applicable portions of 14 CFR.

SECTION B- TECHNICAL REQUIREMENTS

B6.2 Maintenance

Aircraft shall be maintained in accordance with the Contractor's 14 CFR Part 135 certificate.

B6.2.1 All maintenance, including inspection, rebuilding, alteration, and installation shall be accomplished by a person authorized to perform maintenance in accordance with 14 CFR Part 43.

B6.2.2 The Contractor's maintenance organization shall be capable of providing field maintenance support for each aircraft during extended periods of heavy use. The Contractor may have arrangements with other appropriately rated facilities to perform maintenance for which the Contractor is not qualified.

B6.2.3 A mechanic meeting the contract qualifications shall inspect helicopters each 50 hours of flight. The 50-hour inspection shall be accomplished in accordance with the procedures outlined in the approved/accepted maintenance program or, if not covered by the maintenance program, it shall include, but not be limited to, the following: lubrications, if applicable; compressor wash, if necessary; and a thorough visual inspection of power plant, power drive train, main and tail rotor heads and blades, control systems, and airframe instruments. A record of this inspection shall be entered in the aircraft maintenance records in accordance with 14 CFR Part 43.9. Such entry shall also include the aircraft time in service.

B6.3 Preventive Maintenance

B6.3.1 The pilot, under the terms of this contract, may perform preventive maintenance in accordance with 14 CFR Part 43.3(h). All maintenance performed will be recorded in accordance with 14 CFR Part 43.9.

B6.3.2 Routine maintenance shall be performed before or after the daily use or as approved by the COTR or the on-site Government project individuals.

B6.4 Maintenance Test Flight

B6.4.1 A functional maintenance check flight shall be performed, at the Contractor's expense, following installation, overhaul, major repair, replacement of any engine, power train, rotor system, flight control system, or when requested by the COTR. This shall be accomplished before the aircraft resumes service under the contract. The pilot shall enter the result of this check flight in the aircraft records.

B6.4.2 No Government personnel shall be on board the aircraft during a test flight.

B6.4.3 The Contractor shall immediately notify the CO or the COTR of any change to any engine, power train, flight control or major airframe component, or of any major repair following an incident or accident, including the circumstances involved.

B6.5 Time Between Overhaul (TBO) and Life Limited Parts

B6.5.1 All components, including engines, shall be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life limited parts shall be replaced at the specified time in service hours or cycles.

B6.5.2 Aircraft operated with components or accessories on approved TBO extension programs are acceptable provided: (1) The Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased), and (2) the Contractor operates in accordance with the extension authorization.

B6.5.3 The Contractor shall supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list shall include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

B6.6 Airworthiness Directives (ADs) and Manufacturer's Mandatory Service Bulletins (MMSBs)

All applicable FAA ADs and required MMSBs shall be complied with prior to the performance of this contract. A list of FAA ADs and required MMSBs on the make and model of aircraft offered shall be made available. The list will be similar to that in Advisory Circular AC 43-9C. Signature of persons verifying accuracy of the list is required. All applicable ADs and required MMSBs issued during the contract shall be complied with.

B6.7 Weight and Balance

B6.7.1 The aircraft's required weight and balance data shall be determined by actual weighing of the aircraft within 24 calendar months preceding the starting date of the contract, or renewal period, and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

SECTION B- TECHNICAL REQUIREMENTS

B6.7.2 All weighing of aircraft shall be performed on scales that have been certified as accurate within the preceding 24 calendar months. The certifying agency may be any accredited weights and measures laboratory.

B6.7.3 A list of equipment installed in the aircraft at the time of weighing must be compiled. The equipment list will include the name of each item installed. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios, cargo hook, baskets, special mission equipment, etc.) shall also be listed including the name, the weight and arm of each item. Each page of the equipment list must identify the specific aircraft by at least serial number or registration number of the aircraft. Each page of the equipment list will be dated indicating the last date of weighing or computation. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable.

B6.8 Manuals/Records

B6.8.1 The Contractor shall ensure that all maintenance performed on contract aircraft is recorded in the affected aircraft's maintenance record in accordance with 14 CFR Parts 43 and 91 (reference 14 CFR Parts 43.9, 43.11, and 91.417).

B6.8.2 A copy of the contract aircraft's current maintenance record, containing as a minimum the information required by 14 CFR Part 91.417, shall be kept with the aircraft or fuel service vehicle.

B6.8.3 If requested by the Government, a copy of the Contractor's procedures manuals, as outlined in 14 CFR Part 135.21, shall be furnished to the CO or the COR. Revisions made during the period of this contract shall be forwarded to the CO or the COTR.

B6.8.4 Before the start date of the contract, all maintenance deficiencies shall be corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. Those deficiencies occurring during performance under the contract shall be corrected in accordance with the appropriate portions of 14 CFR or the approved maintenance program.

B6.9 Turbine Engine Power Assurance Checks

The first day of operation and no more than each 10 hours of operation thereafter, a power assurance check shall be performed. The power assurance check shall be

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accomplished in accordance with the helicopter flight manual (pilots operating handbook) or approved company performance monitoring program. The results shall be recorded and kept in the helicopter or at the project base.

Engines with power output below minimum approved limits shall be removed from contract use until the cause of the low power condition is corrected.

B7. FUEL AND SERVICING REQUIREMENTS

B7.1 General

B7.1.1 The Contractor shall supply all aircraft fuel and lubricating oils to be used by the aircraft during the contract period.

B7.1.2 All fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use: ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5), ASTM-D-910 or Mil T-910 (grade 80, 100, or 100LL).

B7.1.3 Contractors obtaining bulk fuel directly from distributors shall determine that fuel delivered to the Contractor's vehicle or storage tanks meets the specifications of paragraph B7.1.2. The current fuel delivery ticket shall be kept with the fuel servicing vehicle.

B7.1.4 Fueling operations, including storage and handling shall comply with the airframe and engine manufacturer's recommendations and all applicable FAA standards. The Contractor shall have a fuel quality assurance program. The National Fire Protection Association's fuel-handling handbook shall be used as a guide, except that no passengers shall be on board the aircraft during fueling operations. Copies of *NFPA Manual 407: Aircraft Fuel Servicing* can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269. Maintenance and security of fuel storage and fueling facilities are the Contractor's responsibility.

B7.1.5 If storage facilities contain more than 1,320 gallons total or any one container contains more than 660 gallons, the regulations of the EPA shall apply (40 CFR Part 112).

B7.1.6 Fuel shall pass through a filtering system as outlined in Section B7.4 in accordance with the filter manufacturer's recommendations.

SECTION B- TECHNICAL REQUIREMENTS

B7.1.7. Government personnel shall not be involved with refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B7.2 Fuel Servicing Vehicle: General

B7.2.1 The Contractor shall comply with all applicable Federal, State, and local laws. Contractor fuel servicing vehicles must meet all requirements of 49 CFR applicable to the type of fuel being transported. NOTE: 49 CFR Part 171.1(c) pertains to persons under contract to the Federal Government.

B7.2.2 One approved fuel servicing vehicle, at a minimum, shall be provided for this contract. The fuel servicing vehicle shall be approved by the Government, and display a current USDI/AMD sticker.

B7.2.3 The fuel servicing vehicle shall be capable of transporting fuel over rough mountain roads.

B7.2.4 The fuel servicing vehicle tank shall have a minimum capacity of 8 hours of useable fuel for the make and model helicopter operating on the contract based on the Helicopter Fuel Consumption and Weight Reduction Chart in the attachments.. The fuel servicing vehicle shall be capable of carrying all equipment and accessories (i.e., longlines, remote hook, cargo nets, Contractor crew's overnight gear, and other items) required to support a lengthy assignment. The fuel servicing vehicle manufacturer's gross vehicle weight (GVW) with full fuel tanks and accessories shall not be exceeded.

B7.2.5 Fuel servicing vehicles shall be properly maintained, clean, and reliable. Tanks, plumbing, filters, and other required equipment shall be free of rust, scale, dirt, and other contaminants. All leaks shall be repaired immediately.

B7.2.6 All tanks will be securely fastened to the vehicle bed and shall have a sump or sediment settling area.

B7.2.7 A 10-gallon-per-minute flow rate delivered by the filter and pumped at the nozzle is the minimum size acceptable. Filter and pump sizes shall be compatible with the helicopter being serviced.

B7.2.8 Gasoline engine driven pumps shall have a shielded ignition system and an approved spark arrestor muffler. All refueling pumps regardless of power source shall be listed for use with petroleum products (UL, FM, etc.).

B7.3 Fuel Servicing Vehicle: Equipment

B7.3.1 Each aircraft fuel servicing tank vehicle shall have two fire extinguishers, each having a rating of at least 20-B:C with one extinguisher mounted on each side of the vehicle. Extinguishers shall comply with NFPA Manual 10: Standards for Portable Fire Extinguishers.

B7.3.2 Tanks erected for aboveground storage, and tanks mounted on vehicles shall be designed to allow contaminants to be removed from the sediment settling area.

B7.3.3 Only hoses compatible with the aviation fuel being serviced will be used. Hoses that comply with API BULL 1529 hose Type C, Type F, and Type CT are known to meet this requirement. Hoses shall be kept in good repair and stored on the fuel servicing vehicle by a means to prevent kinking or damage to the hose.

B7.3.4 The fuel nozzle shall include a 100 mesh or finer screen, a dust protective device, and a bonding cable with clip or plug. Except for Wiggins closed circuit systems, no nozzle hold-open devices will be permitted.

B7.3.5 An accurate fuel-metering device for registering quantities in U.S. gallons of fuel pumped shall be provided. The meter shall be positioned in full view of the fuel handler while fueling the helicopter.

B7.3.6 Fuel servicing vehicles shall have adequate bonding cables which shall be utilized in accordance with *NFPA Manual 407*.

B7.3.7 Fuel servicing vehicles shall carry sufficient petroleum product absorbent pads or materials to absorb or contain a 5-gallon petroleum spill. The Contractor is responsible for proper disposal of all products used in the cleanup of a spill in accordance with the EPA (40 CFR Parts 261 and 262).

B7.4 Fuel Servicing Vehicle: Filtering System

B7.4.1 The fuel filtration system shall be designed to withstand fuel system pressures and flow rates.

B7.4.2 The filter manufacturer's operating, installation, and service manual shall be carried in the fuel servicing vehicle and followed.

B7.4.3 Filtration must meet one of the following qualifications: Institute of Petroleum (IP), API 1581, or Mil-F-8901E. Some examples of IP qualified elements are Velcon CDF 210K, CDF 220K, ACO 51201K, ACO 21201K, ACO 40501SPK, and ACO 40901SPK or Facet

SECTION B- TECHNICAL REQUIREMENTS

Spin-On cartridges FGS-O-405 and FGS-O-409, and Facet FG-210-2, FG215-2, FG-220-2, FG-O-512-2, FG-O-609-2 and FG-O-614-2.

B7.4.4 The filter vessel shall be placarded indicating the filter change date. Spare filters shall be available to allow periodic and emergency filter changes.

B7.4.5 Fuel transfer systems must have a pressure gauge installed upstream of the filter vessel.

B7.4.6 Differential pressure gages shall be installed on refueling systems if required by the filter manufacturer or in systems with operating pressures of 25 psi and above.

B7.4.7 The filter assembly shall be mounted to allow room for draining and pressure flushing of the unit. If installed, water sight gauge balls shall be visible.

B7.4.8 Three-Stage (filter, water separator, monitor) Systems (API/IP 1581 or MIL-F-8901E qualified). Fueling systems shall utilize a three-stage system such as a Facet part number 050970 M2 (900442-FG-220) using Facet cartridges for a 20-gallon-per-minute pump, or equal. A Facet part number 050971-M2 (900443-FG-210) using Facet cartridges for a 10-gallon-per-minute pump, or equal. All three-stage filter elements should be from the same manufacturer. An acceptable third stage (monitor) unit is *Velcon CDF 220K for 20-gpm flow or Velcon CDF 210K for 10-gpm systems. (***WARNING: If using fuels containing anti-ice additives, see Velcon Service Bulletin Vol 5 No. 01 dated May 30, 2006. See www.velcon.com.**

B7.4.9 Single-Stage System or Three-In-One Filter Canister Systems (API/IP 1583 qualified) shall utilize a single element system such as a Velcon or Facet filter canister with Aquacon or Facet Fuel Gard (FG-O-xxx) cartridge of a size compatible with the pump flow rate.

Examples: Velcon VF-61 canister with an ACO-51201K cartridge for 50- to 60-gpm flow rate or ACO-40501SPK for 10- to 15-gpm flow rate.

Facet Fuel Gard canister with a Facet FG-O-512-2 or Facet Spin-On cartridge FGS-O-405 and FGS-O-409 for 10- to 15-gpm flow rate. Facet 21 series canister with a FG-O-609-2 cartridge for 40-gpm flow rate. Facet 22 series canister with a FG-O-612 for 50-gpm flow rate.

B7.4.10 At least one spare filter, seals, and any other spare components of the fuel servicing vehicle filtering system shall be stored in a clean, dry area in the fuel servicing vehicle.

B7.5 Fuel Servicing Vehicle: Markings

B7.5.1 Each fuel servicing vehicle shall have "NO SMOKING" signs with 3-inch minimum letters visible from both sides and rear of vehicle.

B7.5.2 Each fuel servicing vehicle shall also be conspicuously and legibly marked to indicate the nature of the fuel. The markings shall be on each side and the rear in letters at least 3 inches high on a background of a sharply contrasting color such as Avgas by grade or jet fuel by type.

Examples: Jet-A white on black background or Avgas 100 white on green background.

B7.6 Fuel Servicing Vehicle: Operations

B7.6.1 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

B7.6.2 Rapid (hot) refueling if permitted for the make and model of helicopter being used. When ordered by the Government and the pilot agrees, rapid refueling of helicopters is permitted under this contract when done in accordance with NFPA Manual 407, Chapter 5, Section 21, provided that the contractor has an FAA approved program for rapid refueling of helicopters as directed by 14 CFR 135.23. Notwithstanding NFPA 407 5-21.2(b), Government personnel may not be on board the aircraft during any refueling operations.

SECTION B - TECHNICAL SPECIFICATIONS

B8. ATTACHMENTS AND/OR DRAWINGS

The following attachments and/or drawings are enclosed and made part of this section:

B8.1 Helicopter Fuel Consumption and Weight Reduction Chart

B8.2 First Aid and Survival Kits

B8.3 Standard Interagency Load Calculation Method and Form

B8.4 Helicopter Like Makes and Models

B8.5 Drawing FS/AMD 15-1: Adapter for King LPH/EPA Series

B8.6 Drawing FS/AMD A-17: Wiring Diagram for AUX-FM Connector

B8.7 Acceptable Paint Schemes

B8.8 Helicopter Synthetic Longline Requirements

B8.9 ACETA Definitions

B8.10 Capture Support Minimum Equipment List for Full Service
Contractor for Darting and Net Gunning

SECTION B - TECHNICAL SPECIFICATIONSATTACHMENT B8.1**HELICOPTER FUEL CONSUMPTION AND WEIGHT REDUCTION CHART**

		Fuel Consumption	Load Calculation
		<u>Gallon/Hour</u>	<u>Weight Reduction-Lb</u>
EUROCOPTER	AS-330J	179	NOT ESTABLISHED
	AS-332L-1	160	NOT ESTABLISHED
	AS-350B	45	130
	AS-350B-1	46	160
	AS-350B-2	48	160
	AS-350B-3	50	175
	AS-350D	38	130
	AS-355F-1	58	140
	AS-355F-2	58	140
	AS-365N-1	87	275
	BK-117	77	160
	BO-105CBS	55	180
	SA-315B	58	180
	SA-316B	58	170
	SA-318C	56	80
	SA-319B	55	NOT ESTABLISHED
	SA-341G	56	170
	EC-135	64	220
BELL	47	17A	90
	47/SOLOY	23	120
	204B (UH-1 SERIES)	88	200
	205A-1	89	260
	206B-II	25	100
	206B-III	27	130
	206L-1	32	150
	206L-3 (IndL-1 C30P)	38	180
	206L-4	38	180
	212	100	390
	214B	160	380
	214ST	133	NOT ESTABLISHED
	222A	70	NOT ESTABLISHED
	222B	83	NOT ESTABLISHED
	222UT	83	NOT ESTABLISHED
	407	45	155
	412	110	390
	412HP	110	390
MD	500C	23	110
	500D/E	28	120
	520N	32	100
	530F	34	120
	600N	41	155
	900/902	69	210
HILLER	SL-3/4	21A	90
	UH-12	17A	90
	1100B	22	130
	UH-12/SOLOY	23	100
SIKORSKY	S-55T	47	170
	S-58D/E	83A	OGE 000 IGE 400
	S-58T/PT6T-3	115	OGE 000 IGE 400
	S-58T/PT6T-6	115	OGE 000 IGE 600
	S-62A	70	300
	S-70	160	N/A

"A" after the gallons indicates Avgas; all others are turbine.

12/01

SECTION B - TECHNICAL SPECIFICATIONS

ATTACHMENT B8.2

FIRST AID & SURVIVAL KITS

These are the minimum required items for special use activities in the United States and U.S. possessions. Additional survival kit items are required for flight activities conducted in Canada and Alaska.

Minimum First Aid Kit Items		
Each kit must be in a dust-proof and moisture-proof container.		
The kit must be readily accessible to the pilot and passengers.		
<u>Item</u>	<u>Passenger Seats 0-9</u>	<u>Passenger Seats 10-50</u>
Adhesive bandage strips, (3 inches long)	8	16
Antiseptic or alcohol wipes (packets)	10	20
Bandage compresses, 4 inches	2	4
Triangular bandage, 40 inches (sling)	2	4
Roller bandage, 4 inches x 5 yards (gauze)	2	4
Adhesive tape, 1 inch x 5 yards (standard roll)	1	2
Bandage scissors	1	1
Body fluids barrier kit:	1	1
2 pair latex gloves		
1 face shield		
1 mouth-to-mouth barrier		
1 protective gown		
2 antiseptic towelettes		
1 biohazard disposable bag		
NOTE: Splints are recommended if space permits.		

Minimum Aircraft Survival Kit Items
Knife
Signal mirror
Signal flares (six each)
Matches (two small boxes in waterproof containers)
Space blanket (one per occupant)
Water (one quart per occupant [not required when operating over areas with adequate drinking water])
Food (two days' emergency rations per occupant)
Candles
Water purification tablets
Collapsible water bag
Whistle
Magnesium fire starter
Nylon rope or parachute cord (50 feet)

SECTION B - TECHNICAL SPECIFICATIONS

ATTACHMENT B8.3

STANDARD INTERAGENCY LOAD CALCULATION METHOD AND FORM

GENERAL INSTRUCTION

Complete a load calculation for all flights. For repetitive flights, one calculation is valid between like point of similar evaluations as long as loads do not exceed that authorized by the calculation for the initial flight, and weather conditions do not change.

SPECIFIC INSTRUCTIONS

Pilot completes Items 1 through 13. Helicopter Foreman or Officer completes the balance of the form.

ITEM

- 1 DEPARTURE BASE -- Read altimeter when set to 29.92.
- 2 DESTINATION BASE -- Use MSL/Elevation.
- 3 HELICOPTER EQUIPPED WEIGHT -- Empty weight of A/C + weight of accessories required for mission + weight of oil.
- 4 FLIGHT CREW WEIGHT -- Weight of pilot (and any additional crew members) + their personal gear.
- 5 FUEL -- AvGas = 6.0 lbs./gal.
-- Jet Fuel (JP) = 7.0 lbs./gal.
- 6 OPERATING WEIGHT -- Add Items 3, 4 and 5.
- 7 COMPUTED GROSS WEIGHT -- Obtain weight from A/C Hover-in-Ground-Effect (HIGE) Chart using External Load Chart if available. Sling load missions and adverse terrain or adverse weather, etc., flights will be computed from A/C Hover-Out-of-Ground-Effect (HOGE) Charts.
- 8 WEIGHT REDUCTION -- Enter applicable weight reduction for helicopter model as shown on Weight Reduction Chart.
- 9 ADJUSTED WEIGHT -- 7 minus 8.
- 10 TAKEOFF AND LANDING LIMITS -- Enter applicable Takeoff and Landing Weight Limit as found in LIMITATIONS section of Handbook.
- 11 SELECTED WEIGHT -- If line 9 is greater than line 10, line 9 may be used for JETTISONABLE loads. However, the lowest weight, line 9 or 10, will be used for NONJETTISONABLE loads.
- 12 OPERATING WEIGHT -- Item 6.
- 13 ALLOWABLE LOAD -- The maximum allowable weight (passenger and/or cargo) that can be carried for the mission.
- 14 PASSENGERS AND/OR CARGO -- Enter passenger weight and/or type and weights of cargo. Manifest all passengers by name for each flight.
- 15 ACTUAL PAYLOAD -- Total of all weights listed in Item 14.
- 16 ACTUAL GROSS WEIGHT -- The total of weights in Items 12 and 15.

U.S. DEPARTMENT OF THE INTERIOR HELICOPTER LOAD CALCULATION

HELICOPTER
MODEL _____
NO. _____

Pilot	Project	Date
		Time
1.	Departure Base	Pressure ALT Temperature
2.	Destination Base	Pressure ALT Temperature
3.	Helicopter Equipped Weight	
4.	Flight Crew Weight	
5.	Fuels (Gals. X lbs.)	
5.	Operating Weight	IGE OGE
7.	Computed Gross Weight	
8.	Fixed Weight Reduction	
9.	Adjusted Weight (7 Minus 8)	
10.	Takeoff/Landing Limits (Handbook Limitations Section)	
11.	Selected Weight (Lowest of (9 or 10 for Nonjettisonable)	
12.	Operating Weight (line 6)	
13.	Allowable Payload	
14.	Passengers and/or Cargo (Names)	(Weight)
15.		Actual Payload
16.		Actual Gross Weight (12 Plus 15) (Must Not Exceed Line 11)

Pilot

Foreman

CONTRACT NO. 1406-07-80-see contractor listing

4

SOLICITATION NO. 8006-28

SECTION B - TECHNICAL SPECIFICATIONS

AMD 67 (02/81)

SECTION B - TECHNICAL SPECIFICATIONS

ATTACHMENT B8.4

Helicopter Like Makes and Models For Exclusive Use Contracts	
<i>Make</i>	<i>Model</i>
Bell	47 series (all Recips)
Bell	47 series Soloy
Bell	206A, 206B, series
Bell	206L series
Bell	212, 412,
MD	369 (500) series
MD	520N, 600
MD	MD-900, 902
Enstrom	28, 280 series
Eurocopter	SA 315, SA 316, SA 319
Eurocopter	AS 350/355 series
Hiller	12 series (Recips)
Hiller	12 series (Soloy)
Schweizer	269, 300 series (Recips)

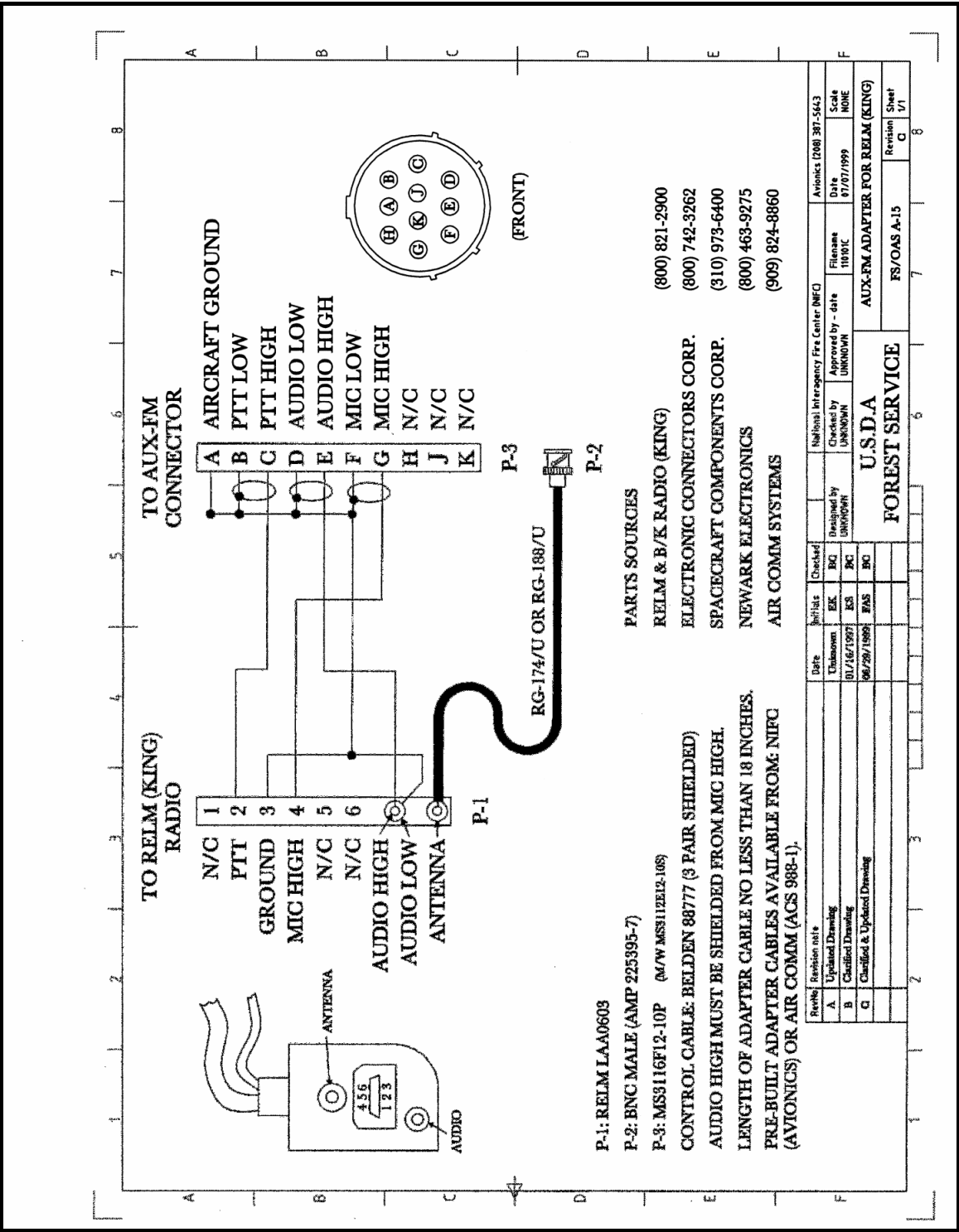
This list does not specifically follow the FAA guidelines as it relates to 14 CFR 135.293 competency.

Similar military aircraft are not acceptable for grouping.

Grouping of like makes and models of aircraft allows determination of pilot authority. Differences training must be completed for each of the makes/models in a grouping. Make/model qualification and currency are met with time flown in any aircraft in grouping.

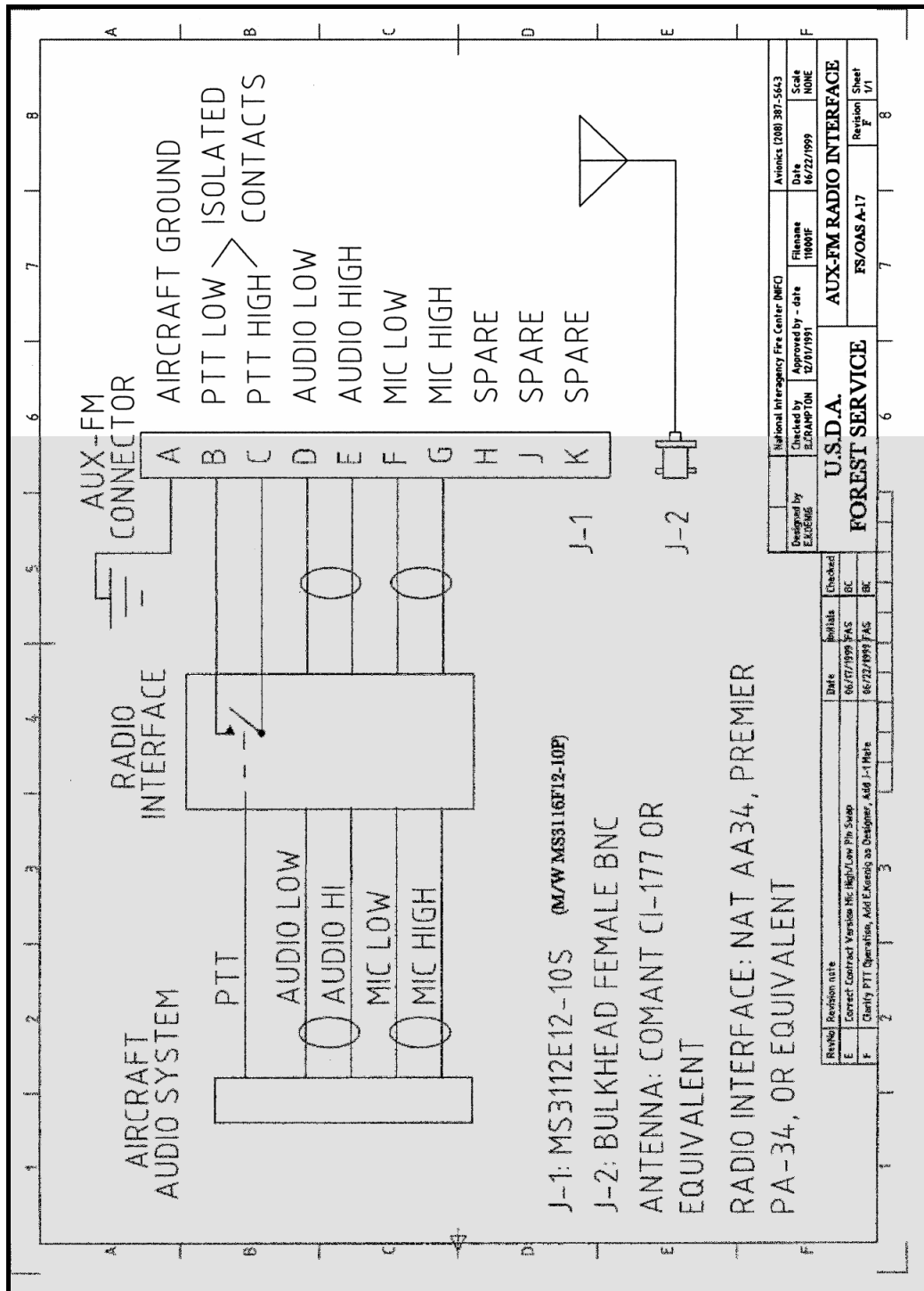
SECTION B - TECHNICAL SPECIFICATIONS

ATTACHMENT B8.5
DRAWING FS/AMD A-15



ATTACHMENT B8.6
DRAWING FS/AMD A-17

AUXILIARY FM RADIO INTERFACE



SECTION B - TECHNICAL SPECIFICATIONS

ATTACHMENT B8.7

Acceptable Paint Schemes

1. Starting at the blade tip, paint the first 1/6 of the blade length with gloss white. Paint the second 1/6 of the blade length with yellow or orange. Paint the third 1/6 of the blade length with gloss white. Paint the next 1/3 of the blade length with yellow or orange. Paint the remaining 1/6 of the blade length with gloss white.

W	Y	W	Y	W	HUB	W	Y	W	Y	W
1/6	1/6	1/6	1/3	1/6		1/6	1/3	1/6	1/6	1/6

2. One black and one white blade (two-bladed rotor systems).
3. Paint schemes previously approved under a U.S. Forest Service or Aviation Management contract.
4. High visibility paint schemes and color variations specified by manufacturer in a service bulletin, instruction, or other manufacturer-published document or text.

Helicopter Synthetic Longline Requirements

1. Material Type

Helicopter synthetic longlines shall be constructed from the HMWPE or HMPE (High Molecular Weight Polyethylene) family of rope fibers including brand names such as Spectra by Allied Signal or fibers with similar properties. Spectra has very high strength, high flex fatigue life, very low stretch (less than 1 percent elongation at 30 percent of break strength), excellent chemical resistance, and less than 1 percent water absorption. Another high strength, high performance rope fiber is Vectran produced by Hoechst-Celanese. Rope brand names made from these types of fibers include Plasma 12, Spectron II, and Spectron 12 or AmSteel. Ropes from these fibers are usually twelve-strand or double-braid construction.

2. Rope Diameter: Minimum rope diameter shall be ½-inch.

3. Working or Rated Load

The working or rated load of a rope is the maximum static load that will be lifted by the rope. Working loads are based on a percentage of the approximate breaking or ultimate strength of the rope when new and unused. The working load shall be appropriate to the lifting capability of the helicopter. For reference, lifting capability for each category of helicopter is as follows:

Type 1:	8,000 lb to 30,000 lb or greater
Type 2:	1,600 lb to 4,500 lb
Type 3:	750 lb to 1,600 lb

4. Factor of Safety

A factor of safety of 7 shall be used for helicopter synthetic longlines. Therefore, all ropes shall have an ultimate strength (minimum breaking strength) of seven times the rated or working load. For example, if a Type II helicopter line will have a working load of 4,500 pounds, the rope must have a minimum breaking strength when new of at least 31,500 pounds. Rope diameters will vary depending on strength and type of rope.

5. Knots and Splices

No knots are permitted in the synthetic longline. Knots can decrease rope strength by as much as 50 percent. Splices may be used in the assembly of the longline, but no mid-line splicing repairs may be done. Resplicing at the end of the line is permitted only if the rope is in good condition and the new splice is done per the manufacturer's recommended splicing practices. Splices should always follow the manufacturer's recommended splicing practices.

6. Protective Coatings and Covers

Rope manufacturers offer protective coatings such as aromatic urethane coatings, which help with abrasion resistance and provide some UV protection. The coating appears as a dye on the rope and does not change the rope dimension. Heavy plastic coatings are not recommended because the inside of the rope cannot be inspected. Some companies also sell "sleeve" covers that attach with Velcro. These are easily removable for rope inspection and provide the greatest UV and debris protection. It is recommended but not required that synthetic longlines have the UV coating and/or the removable covers to help protect the lines. Consult rope manufacturers for acceptable coating methods.

Manufacturer's recommended maintenance and inspection procedures shall be complied with.

SECTION B - TECHNICAL SPECIFICATIONS

Definitions

ATTACHMENT B8.9

Page 1 of 3

Definitions. The following terms and their attendant definitions are used to describe the difference in types of ACETA missions, as well as common terms unique to some of these missions as they may pertain to DOI operations. Below are a few that may help in understanding the types of missions being performed. By no means do these definitions cover all the aspects of this type of work. Customers asking, for example, "inventory aircraft" or "counts" must indicate what kind of operations they are conducting as they could be a conducting a classification flight, which has different operational concerns than a count or inventory. Special attention must be given to the flight profile as it applies to the height above the ground level limitations (e.g., inventory 100 ft, herding 50 ft AGL) maintaining terrain, animal and obstacle clearance.

A.G.L. – Above ground level. (For the purpose of these ACETA definitions, this means the height the aircraft must maintain above the terrain to conduct these type missions.)

Inventory/Census- Conducted at altitudes of **100 ft AGL** or higher (normally higher altitudes if plausible and practical). Inventories are the collection of overall numbers of animals in a specific area, and are neither **gender, nor age specific**. This type of flight does not require the pilot to know specifics of the animals being inventoried. The operation is conducted **with passenger(s).**

Classification - is an operational function conducted to gain information about a group of animals, as to numbers, age class and gender or herd structure or to perform a visual evaluation of their overall condition. Many times a herd of animals must be split and directed so they do not immediately reassemble and confound the classification process. This operation often requires a pilot to maneuver his aircraft **below 50 ft AGL** and much closer to the animals to gain the desired effect. It is often necessary for the biologist to see a specific part of the animal's anatomy (i.e. the head) to determine accurate age or sex classification, thus requiring more aggressive maneuvering. Classifications are always performed with **passenger(s) on board.**

Herding- Is used to move an animal or group of animals along the surface. The pilot applies the aircraft's presence in a manner necessary to influence animal movements in a direction needed to accomplish the mission, never approaching an animal closer than 50 ft horizontal distance and not lower than 50 ft AGL. Herding normally used to relocate horses; bison, elk and other animals can, and routinely are accomplished without the employment of a trap or pen as the objective. (For Herding for the purpose of trapping, such as drive traps, corral traps or penning, etc., see **Trapping.**) Normally, no passengers/passengers with exceptions (there are justifications for passengers that are key to the work effort being performed such as for example BLM personnel utilized to open or close gates during herding operations, identify target animals or landmark orientation to assist pilots and identifying areas of concern to that user. This issue should be addressed in the project operations plan. A pilot conducting this type of mission should be familiar with the concerns affecting the type animals he is herding.

HORSES- an endorsement reserved for pilots approved for the herding and trapping of wild horse and burros.

The endorsement required would be **HORSES** or **ACETA+ HORSES**.

Positioning- This exercise is utilized when operating with an **active participant** crewmember, such as a gunner, during the following type activities: **net gunning, darting, paintball marking and eradication** Flight is conducted in close proximity to the ground. Positioning an individual animal for any of the above mentioned procedures requires a pilot, utilizing the **presence of the aircraft, to cause the desired target animal to simultaneously arrive at a precise location at the same time as the aircraft, with the on board gunner in the proper position to shoot.** The animal may still be traveling in a group and may not know that it is the intended target and is normally not running at top speed. **Pilot requirements:** a pilot with **advanced** skill in the following- reading animals, evaluation of both terrain and wind and total understanding of his aircraft's performance, limitations and capabilities, along with the ability to maneuver the aircraft, in close proximity to the ground to achieve the desired results, in a safe manner. (Operations using high velocity darts or shotguns allow the aircraft and gunner some additional safety margin due to the ability and desire to shoot from longer range than required by the other types of operations).

SECTION B - TECHNICAL SPECIFICATIONS

ATTACHMENT B8.9

Page 2 of 3

Pursuit-This occurs after the animal is positioned. Pursuit is limited to very short periods of time, normally less than five to ten seconds, occasionally up to one minute for some applications. This is when the firing of the dart, net, paint ball etc. occurs. The aircraft is normally ten to twenty feet above the ground, maintaining very close proximity to the quarry. The animal now knows that it is the target and is taking extreme evasive action at top speed. **Pilot requirements: Extreme**, concentration and **advanced** multitasking skills are employed by a pilot performing this maneuver. With the constant monitoring of the intended target, terrain, vegetation, wind direction and velocity, aircraft performance, aircraft attitude, tail rotor and main rotor clearance, gunner positioning and animal maneuvering. Many other considerations by the experienced pilot must simultaneously be anticipated and considered, such as the results of the shot on the animal in relationship to obstacles. (i.e. fences, cliffs, down sloping terrain, chase times and any obvious overstress signs displayed by the target animal).

Trapping- This phase of capture is now possible because of the successful **herding** of animals to a pre-established location for the purpose of capture, either in a corral type trap or to drive animals into netting that will entangle them. Trapping is different than positioning, as it does not require an additional crewmember onboard the aircraft to accomplish this mission and the pilot is not concerned with crabbing (slipping) the aircraft to facilitate a shot. The additional difficulty that trapping presents over other types of operations is the obstacles presented by man-made structures such as the wings of the trap which are normally steel or wooden post, wire, jute, camouflage or some other material. Trapping almost always requires the pilot to work extremely close to the ground and animals (sometimes below 10 feet AGL). The likelihood exists that the animals will spot the trap or smell human presence before being committed, thereby causing the pilot to perform some extreme maneuvering in a tightly confined area to prevent the animals from escaping. **Pilot requirements: Extreme** concentration and situational awareness, while attempting to react to the fight or flight instincts of wild animals. Often making split second decisions on maneuvers that could spell success or disaster for an operation.

High and Low Velocity Darting – Definitions below are provided only to illustrate the different pilot skills needed when darting operations require a pilot to maneuver his aircraft closer than one rotor diameter above the surface or obstacles during darting operations. Pilots are evaluated on the skills required for the type of darting operations they will be performing (i.e. High or Low Velocity Darting).

High Velocity Darting refers to the relative velocity of darts, but more accurately for AMD endorsement, high velocity describes the level of demand placed upon the pilot. Faster darts can be accurately employed from longer distances. This additional range allows the pilot to position the helicopter higher and further away from the animal and greater clearance from the ground, providing additional safety margins for aircraft clearance from terrain and obstacles. This reduces the risk to the pilot and gunner and aircraft, as any abrupt maneuvering of the aircraft has a reduced chance of the aircraft coming in contact with the ground or obstacles. High velocity darts would typically be used on large animals such as elk, moose, etc., when there is little chance of injury to the animal from the speed of the projectile. The use of a high velocity dart by the gunner places **less demand on the pilot** and the skill level required. An AMD endorsement of **high velocity** would be required for this type of operation. This high velocity environment type flying, also allows pilots the opportunity to attain the skills and experience necessary to safely advance to the next level of ACETA operations such as low **velocity** and **netgun** endorsements.

Low or Extremely Low Velocity Darting refers to a relatively slower velocity of dart. Because of their slow speed and reduced range, they can be fired accurately for only very short distances. The low velocity dart is adversely affected by other aerodynamic influences such as air turbulence, parasitic drag and rotor wash. Low velocity darts are typically used on smaller animals, such as coyotes or wolves on which the risk of injury by a high velocity dart would be unacceptable. Pilots must be highly experienced with extremely good flying skills to position the helicopter very close to the animal and ground, and provide the gunner with the successful shot opportunity in various types of terrain and ground cover. Any abrupt maneuvering has a much greater possibility of the aircraft coming in contact with the ground or obstacles. Pilot skills required are extremely high and are nearly identical to those required for netgun operations. If a darting operation requires a pilot to maneuver an aircraft within less than one rotor diameter to the surface, an AMD endorsement of **low velocity** would be required for this type of operation.

SECTION B - TECHNICAL SPECIFICATIONS

ATTACHMENT B8.9

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Special Use Activities: Operations involving the utilization of airplanes and helicopters in support of DOI programs which are not point-to-point flight activities and which require special control measures due to their inherent high risk. These activities may require deviation from normal operating practices where authorized by DOI AMD. Special pilot qualifications and techniques, special aircraft equipment, and personal protective equipment are required to minimize risk to personnel and property. **For the purpose of this solicitation, all ACETA operations to include, Single-skid, Toe-in, and hover Exit Procedures (STEP), are considered special use activities.**

Single-skid, Toe-in, and hover Exit Procedures (STEP) - Helicopter operations that allow personnel to depart/enter the aircraft while at a hover or when landing gear is in contact with the ground while the aircraft is still in flight to maintain that position. **STEP** operations that are part and parcel to capture operations and may be employed at the discretion of pilot and capture crew. All Government personnel participating in these types of operations must be trained and authorized in the operations plan prior to conducting. Pilot must be endorsed for **ACETA** (with no restrictions).

Muggers (animal handlers)- This a term used by industry to describe personnel utilized to subdue, blindfold, secure, handle, sample, collar, collect scientific data, vaccinate, etc., animals

NET GUNNING - A means of capture where a net is deployed from a hand held gun in order to capture animals. This technique does not require an animal to be chemically immobilized prior to capture, but is sometimes used in conjunction with chemical immobilization. For the purpose of DOI definition net gunning is performed from helicopters. An endorsement of **ACETA** (with no restrictions) is required.

SECTION B - TECHNICAL SPECIFICATIONS

ATTACHMENT B8.10

Capture Support Minimum Equipment List for Full Service Contractor for Darting and Net-gunning:

Darting: (Chemical Immobilization)

1	Dart gun and appropriate charges
6	Blindfolds * (Deer, Sheep)
4	Blindfolds * (Elk size)
6 Pair	Leg restraints / Belt type material at least 1 ¼ " wide and 40" min. in length. Adjustable in 1" increments.
4	Transport equipment capable of transporting single animals of the Deer/Sheep size**

* Blindfold must be designed to protect the animals' eyes and not restrict the animals' airway. They must be easily applied and removed and must be designed to be secured behind the animals ears.

** Transport equipment must transport the animal in an upright manner, which supports the animals weight without using the animal as part of the lifting system. **Note: Animals will not be transported by their extremities!**

Net-Gunning:

1	Net-Gun with appropriate barrels and blanks
12	Nets / Small- for small animals (7" mesh) such as Deer, Sheep etc.
12	Canisters designed for small nets
6	Nets / Large- for large animals (9" mesh) such as Elk, Moose etc.
6	Canisters designed for large nets
6	Blindfolds * (Deer, Sheep)
4	Blindfolds * (Elk size)
6 Pair	Leg restraints / Belt type material at least 1 ¼ " wide and 40" min. in length. Adjustable in 1" increments.
4	Transport equipment capable of transporting single animals of the Deer/Sheep size**

* Blindfold must be designed to protect the animals' eyes and not restrict the animals' airway. They must be easily applied and removed and must be designed to be secured behind the animals ears.

** Transport equipment must transport the animal in an upright manner, which supports the animals weight without using the animal as part of the lifting system. **Note: Animals will not be transported by their extremities!**

SECTION C – CONTRACT TERMS AND CONDITIONS

C1. 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (SEPT 2005) [TAILORED SEPT 2005]

(SEE ADDENDA WHICH FOLLOWS IMMEDIATELY AFTER CLAUSE 52.212-5)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee's may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the CO in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in

CONTRACT NO. 1406-07-80-see contractor listing

connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the CO of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* –

SECTION C – CONTRACT TERMS AND CONDITIONS

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic funds transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *Central Contractor Registration (CCR).*

SECTION C – CONTRACT TERMS AND CONDITIONS

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (q)(2)(i) of this clause, or fails to perform the agreement at paragraph (q)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

C2. 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (AUG 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JULY 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 1999) (15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (4) [Reserved]

☒ (5) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-6.

☐ (iii) Alternate II (MAR 2004) of 52.219-6.

☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☒ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d) (2) and (3)).

☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (JULY 2005) (15 U.S.C. 637(d) (4)).

☐ (ii) Alternate I (OCT 2001) of 52.219-9.

☐ (iii) Alternate II (OCT 2001) of 52.219-9.

☒ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a) (14)).

☐ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I (JUNE 2003) of 52.219-23.

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☐ (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004).

☒ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

☐ (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

☒ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

☒ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

☒ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

☐ (21)(i) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)(E.O. 13201).

☐ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

☐ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i) (2)(C)).

☐ (23) 52.225-1, Buy American Act-Supplies (JUNE 2003) (41 U.S.C. 10a - 10d).

☐ (24)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (JUN 2006) (41U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286), and 109-53.

☐ (ii) Alternate I (JAN 2004) of 52.225-3.

☐ (iii) Alternate II (JAN 2004) of 52.225-3.

☐ (25) 52.225-5, Trade Agreements (JUN 2006)(19U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (26) 52.225-13, Restriction on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

☐ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

☐ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (31) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

☒ (32) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

☐ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

☐ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.222-41, Service Contract Act of 1965, as Amended (JULY 2005) (41 U.S.C. 351, *et seq.*).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to

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examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those listed in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract, (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)(38 U.S.C. 4212);

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998)(29 U.S.C. 793);

(v) 52.222-39, Notification of Employees Rights Concerning the Payment of Union Dues or Fees (DEC 2004)(E.O. 13201);

(vi) 52.222-41, Service Contract Act of 1965, As Amended (JULY 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

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(vii) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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C3. 52.212-4 (a) INSPECTION/ACCEPTANCE, THE FOLLOWING IS ADDED:

C3.1 Inspection Process and Scheduling

After award of the contract and any renewal thereof, an inspection of the Contractor's proposed and accepted aircraft, equipment and personnel shall be made by the COTR to assure compliance with the requirements of this contract. Inspections are expected to be accomplished when the COTR's inspectors' normal schedule brings them to the Contractor's operating vicinity, or when a Contractor has been selected for a planned project. Contractors who have not been inspected but are contacted and scheduled for a project should immediately contact the COTR to schedule an inspection date. Failure to contact the COTR may result in the use of a different Contractor. Hours for inspection are 0730 to 1630 local time, Monday through Friday (Government holidays excluded) unless otherwise scheduled by the Government. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government. The COTR will attempt to schedule the inspection at a mutually agreeable time and confirm the time and date in writing. The Contractor may request rescheduling of any inspection in writing to the COTR no later than 7 days prior to the date of the scheduled inspection. The COTR will attempt to accommodate the request, if possible.

C3.1.1 When requested by the COTR's office, the Contractor shall provide information as to the specific aircraft, equipment, and personnel that are proposed for use during each year of the contract.

C3.1.2 All inspections shall be documented on Form AMD-68, Inspection Report. This form documents aircraft, fuel servicing vehicle and personnel that are found to be in compliance with contract requirements and which are approved for use under this contract. Use of aircraft, equipment or personnel that have not been inspected and approved for use could result in

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nonpayment of any services provided. Aircraft, fuel servicing vehicles and pilots that are approved for use under the contract will be issued an Aircraft Data Card, The Interagency Data Card - Fuel Service Vehicle sticker or Interagency Pilot Qualification Card as applicable. The aircraft and pilot cards detail the activities for which they are specifically authorized to accomplish. The fuel servicing vehicle approval/inspection sticker is only an indication that the vehicle meets the additional equipment requirements as specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR. Inspections and subsequent approvals of any AMD inspection under this contract is not an indication of authorization that you are qualified for any other work or activity outside of this contract.

C3.1.2.1 The Aircraft Data Card shall be kept with the aircraft and available for inspection at all times during the contract period.

C3.1.2.2 The Pilot Qualification Card shall be in the possession of the pilot and available for inspection at all times during the contract period.

C3.1.2.3 The Interagency Data Card - Fuel Service Vehicle sticker shall be displayed on the fuel servicing vehicle and available for inspection at all times during the contract period.

C3.1.3 The Government may suspend inspection(s) and schedule a re-inspection for another time/date/site of aircraft/equipment/personnel **which are not completely prepared** for contract performance or which have been rejected. The CO may charge the additional cost of re-inspection or test as described herein.

C3.1.4 Any deficiencies found on the aircraft, equipment, or personnel during the inspection must be corrected by the vendor, before an approval and card will be issued. Deficiencies must be completed, with the appropriate logbook entries and submitted to AMD, within 60 days after the initial inspection. If it is beyond the vendor's control to get parts, services or supplies in the time specified, the CO can extend that deadline. If failure to adequately meet the term of this deadline occurs, the contracting officer will determine the course of action to be taken.

C3.2 Equipment

C3.2.1 In addition to the static physical inspection of the aircraft, and at the option of the Government, in-flight dynamic testing of aircraft systems may be required. Any such in-flight testing, which may be conducted in

conjunction with pilot evaluation flight(s), shall be performed at no cost to the Government.

C3.2.2 Fuel servicing vehicle(s), fuel cache(s) and other equipment shall be inspected to assure compliance with contract specifications.

C3.2.3 Other Auxiliary Equipment. Net-guns, Tranquilizer Guns, Capture Nets, etc. will be inspected for general condition, availability and compliance with the Minimum Equipment List for Full Service Contractor for Darting and Net-gunning requirement identified in Section B Attachment B8.10.

C3.3 Personnel

C3.3.1 Only those individuals whose past experience can be verified from log books, employment records, etc. will be considered for use on this contract.

C3.3.2 DOI identified special use flight activities are contemplated to occur under this contract. Prior to COTR approval and use under the contract, pilots are required to have satisfactorily completed a DOI AMD initial and/or periodic flight evaluation(s) for the special use flight activities contemplated under the Program Items identified in Section A. The satisfactory completion of any evaluation flight will not substitute for any of the total flight hour requirements listed in this contract. Upon request, the COTR's office will provide detailed information concerning the types and frequency of special use pilot flight evaluations.

C3.3.3 A pilot evaluation flight shall be conducted when determined necessary by the COTR to further verify the pilot(s)' ability to perform on this contract. The aircraft used for any evaluation will be the same make, model, and series as offered for this contract, shall be equipped with dual controls and shall be provided by the Contractor for the evaluation flight(s) at the Contractor's expense. Location of the evaluation flight(s) may include access to terrain similar to that to be flown during the contract period. The determination as to the ability of the pilot(s), through an evaluation flight, to successfully meet the requirements of this contract will rest with the Government.

C3.3.3.1 Pilot evaluation flights for ACETA activities, darting, trapping, herding, net gunning and drive-netting activities are accomplished only during actual use with a live animal(s). Pilot(s) that have not completed a satisfactory DOI AMD flight evaluation for these activities within the preceding three-year period from the date of their last evaluation will be required to do so at the Contractor's expense. The evaluation flights will

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normally be scheduled in conjunction with a using bureau for accomplishment during the first day of a project before actual work begins. If the inspector finds any deficiencies, in Airmanship or areas that are mission specific for the contract, during the check ride, it is at the discretion of the inspector to give additional attention to those areas.

C3.3.4 Each fuel servicing vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling procedures and all fueling and safety equipment on the fuel servicing vehicle.

C3.4 Substitute Personnel, Aircraft or Equipment

C3.4.1 Inspection of additional personnel, aircraft or equipment shall be requested in writing by the Contractor 14 days prior to the scheduled need. The Government may semi-annually inspect additional personnel and/or equipment at no cost to the Contractor. Otherwise, the CO may charge the cost of such inspection as described below.

C3.4.2 Pilots who are exchanged or replaced after the initial pilot(s) approval, may be subject to up to three hours each of training or orientation flight time at Contractor's expense. (This flight is in addition to any pilot evaluation flight that is needed.)

C3.5 Re-inspection Expenses

C3.5.1 The Contractor shall be liable for all Government incurred costs as discussed below associated with re-inspections or additional inspections except as provided above. Inspection expenses may be deducted from payments due the Contractor or through other methods.

C3.5.2 Costs may include, but are not limited to, inspector(s) time, transportation, and subsistence computed as follows:

C3.5.2.1 Inspector Time. \$75.00 per hour, per inspector for all hours including travel time required to re-inspect aircraft, personnel or equipment for contract compliance.

C3.5.2.2 Transportation and Subsistence. Actual cost for required inspector(s).

C3.5.2.3 Other actual costs incurred by inspector(s) which are associated with the re-inspection.

C3.5.2.4 Government user time associated with any required inspections. Costs will be based upon actual

employee time and hourly salary expense incurred by the Government.

C4. 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)

(a) The Contractor shall comply with agency personal identity certification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

C4.1 Contractor Personnel Security Requirements

C4.1.1 It has been determined that Contractor personnel utilized in the support of this contract will not be allowed routine and regular unsupervised access to a Federally controlled facility for more than 180 days, nor will they need unsupervised access to a Federally controlled Level 3 or 4 information system.

C4.1.2 Contractor employees utilized in support of this contract, will be treated as visitors (uncredentialed Contractor) and not be required to receive background investigations and credentialing. However, uncredentialed Contractors may be subject to the screening processes utilized at each Federal controlled facility where the Contractor services are required. As a minimum, Contractor employees will be issued a temporary/visitor badge and must display it at all times during contract performance when accessing a Federal controlled facility. The COR is responsible for ensuring that all Contractor employees are issued a temporary/visitor badge.

C5. 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

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C6. AIRCRAFT INSURANCE

The Contractor shall maintain as a minimum, aircraft insurance coverage as required by CFR Title 14, Part 205 during performance under this contract.

Contractors awarded Program Items 2 and 3, will be required to provide a copy of their insurance indicating that the Contractor insurance is valid while performing capture operations as identified in Program Item 2 and 3.

C7. RESERVED

C8. AUTHORITY OF GOVERNMENT REPRESENTATIVES

C8.1 Contracting Officer (CO)

The CO is the appointed Government official with authority to enter into, administer and terminate this contract. **No one but the CO** is authorized under any circumstances to:

C8.1.1 Award, agree to, or execute any contract, contract modification, or notice of intent.

C8.1.2 Obligate, in any way, the payment of money by the Government.

C8.1.3 Make a final decision on any contract matter that is subject to the Disputes clause of this contract.

C8.1.4 Terminate, for any cause, the Contractor's right to proceed.

C8.2 Contracting Officer's Technical Representative (COTR)

The COTR is authorized to take any or all actions necessary to assure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections.

This contract will have two COTRs, which are responsible for DOI aircraft and personnel inspections within their assigned area of responsibility as defined by AMD. COTRs are:

Western Regional Office

Mr. Steve Smith
DOI – Aviation Management
West Area Office
2741 Airport Way
Boise, Idaho 83705

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Phone: 208-334-9310

Fax: 208-334-9303

Eastern Area Office

Mr. Stew Walker
DOI – Aviation Management
East Area Office
3190 NE Expressway, Suite 110
Atlanta, Georgia 30341-5323

Phone: 770-458-7474

Fax: 770-458-6677

The DOI – Aviation Management Safety Manager is responsible for all matters concerning accident and incident with potential investigations. The Safety Manager is:

Mr. Robert Galloway
DOI – Aviation Management
300 E. Mallard Dr., Ste. 200
Boise, ID 83706-3991

Phone: 208-433-5071

Fax: 208-433-5007

C8.3 The nature of the services expected under this contract(s) will be to support a variety of DOI users and IDFG within the lower 48 United States. The primary area of projects is anticipated to be in the 11 Western United States. No CO designation of Contracting Officer's Representative (COR) or Project Inspector (PI) will be utilized under the contract(s) awarded.

C8.3.1 A bureau representative will be identified at the time a Contractor is selected for a project. This individual will be a contact point concerning the specific project and is authorized to take any or all actions with respect to administrative functions related to the project. Such items will include:

1. Confirm the project start date/time and the daily schedule.
2. Provide bureau information specific to project to be accomplished.
3. Monitor contract performance to assure performance conforms to the terms and conditions of the contract.
4. Assure completion and submission of the AMD-23, Aircraft Use Report and invoices for payment are accomplished in a timely manner.
5. Complete an evaluation on Contractor performance for the project accomplished and return it to the Government contracting office.

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C9. PERSONNEL CONDUCT

C9.1 Replacement of Contractor Personnel

C10.1.1 Contractor employees required to work or reside on Federal property (National Parks, Refuges, Indian Reservations, etc.) are expected to follow the facility manager's rules of conduct that apply to both Government or non-Government personnel working or residing at these facilities. The COR will make available a copy of such rules. The Contractor may be required to replace employees who do not comply with these rules of conduct.

C9.1.2 The Contractor shall replace any employee who performs unsafely, ineffectively; refuses to cooperate; is unable or unwilling to adapt to field living conditions; or whose general performance is unsatisfactory, disruptive or detrimental to the purpose for which contracted.

C9.1.3 The CO will notify the Contractor of all known unsatisfactory personnel conduct or unsafe performance. The employee may be afforded an opportunity for corrective action when the conditions warrant. When directed by the CO, the Contractor shall replace unacceptable personnel not later than 24 hours after such notification, or as otherwise mutually agreed. The decision as to unacceptability shall be at the sole discretion of the CO.

C9.2 Suspension of Pilot

C9.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C9.2.2 Upon involvement in an Aircraft Accident or NTSB Reportable Incident (see 49 CFR Part 830), a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C9.2.3 Upon involvement in an Incident with Potential as defined under Mishaps, a pilot **may** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C9.2.4 When requested, a suspended pilot shall surrender all Interagency Pilot Qualification card(s) to the COTR or other authorized agency representative. Pilot suspension will continue until the investigation findings and decision indicate no further suspension is required

and the Interagency Pilot Qualification card(s) is returned to the pilot; or revoked by the issuing agency.

C10. SAFETY AND ACCIDENT PREVENTION

C10.1 The Contractor shall submit a copy of all reports required by the Federal Aviation Regulations that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations to the ASM.

C10.1.1 Examples of these reports are shown in paragraphs 14 CFR Part 135.415 Mechanical Reliability Reports and Part 135.417 Mechanical Interruption Summary Reports required of the Federal Aviation Regulations, 49 CFR Part 830.5 and 49 CFR 830.15, and FAA Form 8010-4, Malfunction or Defect Report.

C10.2 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor shall fully cooperate with the CO during this evaluation.

C10.3 The Contractor shall develop and maintain programs necessary to ensure safe practices during ground and flight operations. These programs are a material part of contract performance.

C10.3.1 Examples of such programs are 1) personnel activities, 2) maintenance, 3) safety and 4) compliance with regulations.

C11. MISHAPS

C11.1 Definitions

As used throughout this contract, the following terms shall have the meaning set forth below:

C11.1.1 **Aircraft Accident.** See 49 CFR Part 830.

C11.1.2 **Airspace Conflict.** A near mid-air collision, intrusion, or violation of airspace rules.

C11.1.3 **Aviation Hazard.** Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C11.1.4 **Fatal Injury.** See 49 CFR Part 830.

C11.1.5 **Incident.** See 49 CFR Part 830.

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C11.1.6 Incident with Potential. An incident that narrowly misses being an accident, and in which the circumstances indicate significant potential for substantial damage or serious injury. Classification of an incident as an "Incident with Potential" is determined by the agency ASM.

C11.1.7 Maintenance Deficiency. An equipment defect or failure, which affects or could affect the safety of operations, or that causes an interruption to the services being performed.

C11.1.8 Operator. See 49 CFR Part 830.

C11.1.9 SafeCom. An agency Aviation Safety Communique used to report any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation related accident (Form AMD-34 or FS 5700-14).

C11.1.10 Serious Injury. See 49 CFR Part 830.

C11.1.11 Substantial Damage. See 49 CFR Part 830.

C11.2 Mishap Reporting

The Contractor of an aircraft for the Government shall immediately, and by the most expeditious means available, notify the NTSB and the agency ASO when an "Aircraft Accident" or NTSB reportable "Incident" occurs.

C11.2.1 The ASO shall immediately be notified when an "Incident with Potential" occurs.

C11.2.2 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

1-888-4MISHAP (1-888-464-7427)

C11.3 Forms Submission

C11.3.1 Following an "Aircraft Accident" or when requested by the NTSB following the notification of a reportable "Incident," the Contractor will provide the agency ASO with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

C11.3.2 The Contractor shall submit a "SafeCom" to the agency ASM within 5 day upon the occurrence of any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation-related mishap. Submission via the internet at <http://www.safecom.gov/> is preferred. Blank SafeComs
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can be obtained from agency ASMs. The submission of an NTSB Form 6120.1/2 does not replace the Contractor's responsibility to submit a "Safecom".

C11.4 Pilot Suspension

See C9.2 contained herein.

C11.5 Preservation Requirements

C11.5.1 The Contractor shall not permit removal or alteration of the aircraft, aircraft equipment or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Exceptions are when threat to life or property exists, the aircraft is blocking an airport runway, etc. The CO shall be immediately notified when such actions take place.

C11.5.2 The NTSB's release of the wreckage does not constitute a release by the CO.

C11.6 Mishap Investigations

C11.6.1 The Contractor shall maintain an accurate record of all aircraft accidents, incidents, aviation hazards and injuries to Contractor or Government personnel arising in the course of performance under this contract.

C11.6.2 Following a mishap, the Contractor will ensure that personnel (pilots, mechanics, etc.) associated with the aircraft will remain in the vicinity of the mishap until released by the CO or their designated representative. Further, the Contractor fully agrees to cooperate with the agency during an investigation and make available personnel records, aircraft records, and any equipment, damaged or undamaged, deemed necessary by the agency.

C11.7 Costs Related to Investigation

The NTSB or agency will determine their individual agency investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

C11.8 Rescue and Salvage Responsibilities

The cost of search, rescue and salvage operations made necessary due to causes other than negligent acts of a Government employee shall be the responsibility of the Contractor.

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C12. BILLING OFFICE AND INVOICE SUBMISSION

C12.1 The contracting office shown on SF 1449 is the designated billing office for submission of invoices unless otherwise directed by the CO. If the CO directs that invoices be submitted to a local office, that office will become the designated billing office.

C12.2 The Contractor may submit invoices every two weeks beginning from the first day services begin or upon conclusion of a project. Services provided shall be shown on a daily basis.

C13. AIRCRAFT USE REPORT

An Aircraft Use Report, AMD-23 form (formerly OAS-23) shall be completed and signed by both the Contractor, or Contractor's representative and the Government. Instructions for proper completion of the Aircraft Use Report are contained in the AMD-23 booklet. At the election of the Contractor, the completed and signed Aircraft Use Reports may be used as the Contractor's invoice.

C14. FEDERAL AIRPORT AND AIRWAY EXCISE TAXES

(Chapters 31 and 33 of the Internal Revenue Code, 26 U.S.C. 4041, 4261 et seq.) (Contractor Furnished Pilot) Chapters 31 and 33 of the Internal Revenue Code impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds.

C14.1 Fuel Tax. If the fuel tax is applicable and this contract requires Contractor furnished fuel, the Contractor shall be responsible for payment of the fuel tax and shall include such taxes in his bid price.

C14.2 Transportation Tax. If the transportation tax on passengers and cargo is applicable and the Contractor is required to pay the transportation tax for those services, the tax shall be added to the Contractor's invoice for payment as a separate item, and the Government shall reimburse the Contractor for the amount of such taxes.

C15. CONTRACT PERIOD AND RENEWAL

C15.1 On Call Contract Period

The on-call period shall be for the period of time identified in Section A unless otherwise extended as
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allowed herein. The start date is based on the assumption contract award will be received by the Contractor at least 10 days in advance of the start date. However, no adjustment will be to the start or end date as a result of the actual award date, inspection and approval date(s) and/or work dates. No use shall occur until the Contractor's equipment and personnel have been inspected and approved as set forth elsewhere herein.

C15.1.1 Renewal. This solicitation requirement includes two one-year options.

C15.2 Option to Extend Services (52.217-8, Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The CO may exercise the option by written notice to the Contractor prior to the expiration of the contract.

C15.3 Orders for Service

C15.3.1 The Government does not guarantee the placement of any orders for use under this contract, and the Contractor is not obligated to accept any orders. However, failure of a Contractor to have equipment and/or personnel available and approved, as specified for use, may result in termination of the contract.

C15.3.2 Orders for service will be placed by the Government as needs become known. DOI bureaus and and IDFG may place orders for service requiring use of only the helicopter and pilot on the basis of the established contract pricing. All other orders shall be placed by an AMD CO. The ordering office will be responsible for conducting, documenting in writing, and submitting to the CO, individual project cost comparisons and selection rationale for orders they place. The Contractor shall immediately contact the AMD CO if contacted for a project to be accomplished on a *per animal basis* and no modification has been issued to their contract. If the Contractor accepts an order, the Contractor shall be obligated to perform in accordance with the terms and conditions stated herein and under the applicable item. If none of the Contractors awarded a contract are available or capable of performing a specific project or if found to be cost prohibitive, AMD reserves the right to utilize other sources to accomplish the project.

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C15.3.3 Orders for service under this contract will be placed with the Contractor offering the best value to the Government for aircraft services conforming to the Government's individual project requirements. The Government will make its selection for a project based upon familiarity with the work to be done, past performance, aircraft capability and price. Total cost to the Government (to include mobilization and demobilization costs from the Contractor's operating base location and the project location as well as any other probable cost to the Government) will be substantial factors used in determining Contractor selection.

C15.3.4 Pricing offered under Section A will remain in effect for the duration of this contract. No changes will be made or accepted from the Contractor unless specifically authorized by another contract provision (i.e. Fair Labor Standards Act and Service Contract Act - Price Adjustment Provision, per animal pricing, etc.). The Government reserves the right to adjust additional pay item pricing. Such adjustments will be made only by the CO.

C15.3.5 Pricing not established under Section A (i.e. per animal). Based upon requests from DOI bureaus the AMD CO will solicit specific pricing for a project to be paid on a basis other than a flight rate from Contractors who are awarded the applicable item. No work shall be done using this option until a modification has been issued to the successful Contractor's contract.

C15.3.6 Individual project orders placed under this contract are subject to cancellation by either party at no cost upon 72-hour advance notice prior to the project, unless a longer period is agreed upon in writing.

C15.3.7 Projects that are cancelled before completion because of excessive animal mortalities will result in payment for actual services provided and no minimum guarantee will be paid. If a mortality rate will apply to a project, it will be made known at the time of Contractor selection for the project.

C15.4 Daily Availability Requirements

C15.4.1 Upon commencement of a project, the aircraft shall be at the exclusive use and control of the Government 24 hours per day until released. Upon completion of the project and release by the Government, the Contractor will return to an on call status.

C15.4.2 A project's period of use shall extend for the number of day(s) from the time project services begin,
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and end when released by the Government to include days in which mobilization and demobilization occur.

C15.4.3 The Contractor shall be available and capable of providing service up to 14 hours each day services are scheduled during an order. Pre- and post-flight activities shall be accomplished within the 14-hour duty day. Routine maintenance shall be performed before or after the scheduled 14-hour period or as permitted elsewhere in the contract.

C15.4.4 The Government will schedule daily operations with the pilot. The Contractor's personnel shall provide service as directed by the Government and within their specific duty/flight limitations.

C15.4.5 Unavailability. Services will be recorded and considered as unavailable whenever the Contractor fails to comply with the availability requirements specified herein pursuant to the operation schedules agreed upon by the Contractor and Government. Services will continue as unavailable until the failure is corrected and the Contractor has notified the on site Government project contact that services are once again available.

C16. MEASUREMENT AND PAYMENT

Payment will be made only when services have been ordered, accepted, and provided under this contract.

C16.1 Daily Availability

C16.1.1 Availability of service during the established project period is not measured or recorded for payment purposes under this contract but is paid indirectly under the flight rate. Availability hours are monitored for the purpose of assuring compliance with crew duty limitations, unavailability reductions to the guarantee, and payment of extended availability if applicable.

C16.1.2 Whenever service is unavailable, the minimum guarantee as specified below will be reduced by the length of time service is unavailable not to exceed three hours per day. At the Government's option, in lieu of the above reduction, the project period may be extended one additional day with no increase in guarantee for each day that results in the loss three or more hours of availability.

C16.1.3 Extended standby time shall be measured and recorded in hours, rounded up to the next whole hour not to exceed each crew member's duty limitations specified under Section B. Payment for extended standby will be made at the rates set forth in Section A, and as measured above. If unavailability occurs, payment for extended

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standby will be made only for full hours of service provided.

C16.2 Flight Time

C16.2.1 Measurement of Flight Time. Flight time shall be measured from lift-off to touchdown and recorded in hours and tenths. Flight time shall be measured by means of an approved electrical time recorder as required in Section B.

C16.2.2 Payment for Flight Time. Payment will be made at the rates set forth in Section A for all flights ordered by the CO or CO's designated representative and flown by the Contractor.

C16.2.3 Flight Time Guarantee. The Government will pay the Contractor a flight guarantee when documented on the invoice. Payment will be made, by project, for the greater of (a) actual flight time, or (b) a total guarantee determined by multiplying the number of project days (to include mobilization and demobilization) of ordered service by three (3) hours per day.

C16.2.3.1 Project services beginning after 1200 hours on the first day and/or services terminating before 1200 hours on the last day will be measured as one-half day for purposes of calculating the guarantee. Project services beginning before 1200 hours on the first day and/or services terminating after 1200 hours on the last day will be measured as one day for purposes of calculating the guarantee. The guarantee will not accrue after the aircraft has been released.

C16.2.3.2 Guaranteed flight time due should be billed upon conclusion of the project. A line entry should show the flight time due, indicating GT as a pay item. Payment will be made at the flight rate specified in Section A.

C16.2.4 Flights Associated with Inspection. Flight time associated with AMD (agency) inspection(s) shall be at the expense of the Contractor and will not be measured for payment.

C16.2.5 Flights for Contractor's Benefit. Payment will not be made for flights for the benefit of the Contractor such as maintenance test flights, ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transportation of Contractor's personnel.

C16.3 Additional Pay Items

Claims for additional pay items addressed herein shall be documented on the invoice for payment and supported by **CONTRACT NO. 1406-07-80-see contractor listing**

invoice(s) and/or document(s) as required below. Payment will not be made for additional pay items without supporting invoice(s) and/or document(s) when required.

C16.3.1 **Subsistence Allowance.** A subsistence allowance (lodging and meals) may be claimed for each authorized crewmember, for each overnight, including mandatory days off, when assigned to an alternate base away from the contractors operating base location identified in Section A.

C16.3.1.1 The Government, at its option, may provide meals and/or lodging (which may be remote field or camp accommodations). If not Government provided, the Contractor will be paid an overnight allowance equal to the standard Federal Travel Regulation (FTR) rate (or high rate, if applicable). The Contractor may claim overnight expenses using either of the two methods listed below:

- (i) Payment of the Standard or High Rate, if applicable) lodging and M&IE rate EXCLUDING lodging tax (does not require lodging receipts to be submitted with the invoice) or;
- (ii) Payment of actual lodging amount and M&IE rate not to exceed that authorized in accordance with the FTR plus lodging tax. An itemized lodging invoice detailing lodging cost and tax shall be submitted with the invoice.

C16.3.1.1.1 The lodging invoice and invoice for payment shall clearly show the county or city where the overnight occurred. High rate claims for subsistence that do not include this information will be reduced to the standard rate.

C16.3.1.2 If the Contractor elects not to utilize Government provided meals and/or lodging, there shall be no payment for meals, lodging or transportation costs incurred by the Contractor for travel to alternate meal or lodging locations.

C16.3.1.3 If partial subsistence, either three meals or lodging, is provided by the Government, the Contractor will be paid at current FTR rates for the portion that is Contractor provided. Lodging will be handled as stated in C16.4.1.1 of this clause. Current rates established by the FTR are:

STANDARD

Meals and Incidental Expense: \$39.00

Lodging: \$60.00

High Rate

SOLICITATION NO. 8006-28

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See Internet site <http://policyworks.gov> - select Per Diem Rates

C16.5.2 Fuel Servicing Vehicle Mileage. The Contractor will be paid the rate per mile specified in Section A based upon the vehicle's fuel capacity when it is dispatched to provide support to the aircraft away from the Contractor's operating base/location.

Note: The Contractor's invoice for payment and AMD-23 form should specifically note the fuel vehicle's fuel capacity. If not provided, fuel vehicle mileage will be paid at the rate of \$.95 per mile. (No payment will be made for other contractor utilized support vehicles. Consideration for their use should be included in the contractor's offered pricing).

C16.3.3 ECONOMIC PRICE ADJUSTMENT - FUEL

C16.3.3.1 During the contract period, including any renewal, the hourly flight rate may be adjusted as set forth herein to reflect increases and decreases in the cost of aviation fuel.

C16.3.3.2 The Contractor warrants that the prices set forth in this contract do not include any allowances for any contingency to cover increased costs for which adjustment is provided under this clause.

C16.3.3.3 Base Price. The base price is the commercial price for jet fuel or aviation gasoline (whichever is appropriate) for the aircraft offered. The base price for each Contractor will be established at the time of contract award and will be based upon the fuel price information submitted by each offer.

BASE PRICE INFORMATION

"Base Price" of fuel has been established at a source at or near the Contractor's operating location and identified by the Contractor. (See Section A)

C16.3.3.4 Reference Price. The reference price is the commercial fuel price in effect at the time of adjustment. The reference price will be obtained from the same source as the base price. The reference price shall become the base price for the subsequent adjustment.

C16.3.3.5 Flight Rate Adjustment. Adjustment to the hourly flight rate is the difference between the reference price and the base price multiplied by the hourly fuel consumption rate for the type aircraft involved as shown in the Helicopter Fuel Consumption and Weight Reduction Chart exhibit in Section B.

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C16.3.3.6 The hourly flight rate will be adjusted upward whenever the Contractor notifies the CO in writing that the reference price is more than 10 percent higher than the base price. The hourly flight rate will be adjusted downward whenever the CO notifies the Contractor in writing that the reference price is more than 10 percent lower than the base price. Adjustments may not be requested and/or made more than once each 60 days. The adjusted price shall apply to flight time occurring upon the date of receipt of such written notice.

C16.3.3.7 Fuel price increase will be subject to audit by the Government. Final acceptance by the Government of upward price adjustments will be based upon review of on-site fuel price.

C16.3.4 Contractor Miscellaneous Costs. Miscellaneous unforeseeable costs not recovered through the contract payments rates and are the direct result of ordered services away from the Contractor's operating base location may be paid at actual costs when authorized in advance by the Government user. Examples of such items are airport landing fees, airport use costs (tie-downs) truck permits at ports-of-entry. A paid itemized invoice shall support any cost in excess of \$75.00.

C16.3.5 Price Per-Animal Captured by Net Gun. (Applicable to fully Contractor provided services that are paid on a flight rate basis only). The Contractor will be paid the rate specified in Section A for each animal captured by net gun and delivered and/or processed as required for the project. The animal must be alive or accepted by the project contact representative in order to qualify for this rate. This price is in addition to actual flight time payment.

C16.3.6 Helicopter Trailing. (Applicable to Contractors offering helicopter trailing capability). For purposes of determining order placement mobilization/demobilization pricing, the Government will consider helicopter trailing items, when offered, over flight time when the Government's project base is over 300 road miles from the Contractor's identified operating base/location. For projects located under 300 road miles mobilization/demobilization will be computed with flight time even though contractor will actually be trailing helicopter.

C16.3.6.1 The Contractor may ferry the helicopter in lieu of trailing, however, payment for ferry will not exceed what would have been incurred to trailer the helicopter.

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C16.3.6.2 The lump sum amount specified in Section A will be paid each time the Contractor must load & unload the helicopter from the trailer. (Typically trailering would be 2 – load & unloads for a project, with each (load & unload) being paid at the lump sum rate offered.) (i.e. Load helicopter at Contractor's base and remove at Government project site; this is one load & unload and payment would be made for the lump sum amount AND at end of project, load helicopter and trailer to Contractor's operating base and unload; this is the second load & unload and payment would be made for the lump sum amount.)

C16.3.6.2 Actual trailering mileage will be paid at the trailering mileage rate offered in Section A. The trailering mileage rate is used only when the helicopter is actually trailered and is in lieu of the fuel vehicle mileage rate established for projects.

C16.4 Government Miscellaneous Charges

Miscellaneous charges for goods or services furnished by the Government, on behalf of the Contractor, will be deducted from amounts due under the contract.

C16.5 Additional Personnel

C16.5.1 Additional Net or Dart Gunner. If an additional gunner is **ordered** to support a capture project, the Contractor will be paid the appropriate daily rate specified in Section A.

C16.5.2 Additional Animal Handler. If additional animal handler(s) are **ordered** to support a project, the Contractor will be paid the daily rate specified in Section A for each additional person. If the Contractor is providing handlers for the project, it is the Contractor's responsibility to assure an adequate number of handler(s) will be provided for the animal species to be captured. The Government reserves the right to identify a reasonable number of handlers that should be needed and subsequently paid for any given capture project.

C16.5.3 Veterinary Service. If ordered specifically for a project, the Contractor will be paid the daily rate specified in Section A for the services of a licensed veterinary.

C17. ADDITIONAL AIRCRAFT

If the Contractor obtains additional aircraft of the same make and model, as those for which award was made, those aircraft may be added to the contract at the Government's option at the same price as aircraft originally offered. Such additions would be done only if
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determined to be advantageous to the needs of the DOI programs.

C18. EXHIBITS TO THIS SECTION

C18.1 Statement of Equivalent Rates for Federal Hires

C18.2 Wage Determination Information

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ATTACHMENT C18.1

STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

A. <u>EMPLOYEE CLASS</u>	<u>MONETARY WAGE</u>
1. <u>Executive, Administrative, Professional, and Clerical</u>	
2. <u>Service</u>	
3. <u>Skilled Craft, Trade, or Mechanical</u>	
4. <u>Unskilled Labor</u>	
5. <u>Other</u>	

Aircraft Pilot, GS-11	\$ 24.22
Fuel Servicing Vehicle Driver (Light Truck Driver, WG-5)	\$ 14.93

- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.

- C. Paid holidays are:

- | | | | |
|----|------------------------------------|-----|------------------|
| 1. | New Year's Day | 6. | Labor Day |
| 2. | Martin Luther King, Jr.'s Birthday | 7. | Columbus Day |
| 3. | President's Day | 8. | Veterans Day |
| 4. | Memorial Day | 9. | Thanksgiving Day |
| 5. | Independence Day | 10. | Christmas Day |

- D. The amount of paid vacation time allowed is as follows:

1. Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
2. Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
3. Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.

- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

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This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

DOL WAGE DETERMINATION NO. 1995-0222, REV. 19 DATED 05/24/06

Area: Nationwide
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$22.81

DOL WAGE DETERMINATION NO. 1995-0221, REV. 15 DATED 05/23/06

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming
Occupation: Truckdriver, Light * Minimum Hourly Wage: \$9.54
Truckdriver, Medium ** Minimum Hourly Wage: \$15.14
Truckdriver, Heavy *** Minimum Hourly Wage: \$16.14

As defined in the DOL Service Contract Act Directory of Occupations, truck drivers are classified by type and rated capacity of truck as follows:

- *Straight truck, under 1 ½ tons, usually 4 wheels
- **Straight truck, 1 ½ to 4 tons inclusive, usually 6 wheels
- ***Straight truck, over 4 tons, usually 10 wheels

FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE

WD 1995-0222 Rev. 19 and WD 1995-0221 Rev. 15

1. Health & Welfare: \$2.87 per hour or \$114.80 per week or \$497.47 per month
2. Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

WD 1995-0222 Rev. 19

3. Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

WD 1995-0221 Rev. 15

3. Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

CONFORMANCE PROCESS - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.